

# The Solicitors Journal.

LONDON, AUGUST 29, 1885.

## CURRENT TOPICS.

ON WEDNESDAY last, Mr. Justice SMITH, sitting as Vacation Judge, had before him a list of fifty chancery matters for hearing. The sitting lasted until half-past five, and the learned judge pronounced about thirty orders, including several on *ex parte* applications, but more than half of those in the list stood adjourned.

THE COURT in which Mr. Justice SMITH sat on Wednesday last was very crowded, and, towards three o'clock, the atmosphere became very unpleasant and oppressive. It is difficult to understand why the Lord Chief Justice's court should not be used for the Vacation Sittings.

IN CONSEQUENCE of the large amount of Vacation business, and in order to dispose of the work before Mr. Justice MATHEW comes to town, Mr. Justice SMITH has determined to sit for chancery business, if necessary, on two days next week and the week after—viz., on Tuesday and Thursday.

THE CHANCERY VACATION REGISTRAR has issued a notice that, in consequence of the court having changed its day of sitting, the business of correcting errors in printed orders will be taken on Wednesdays instead of Tuesdays.

IT IS CONVENIENT that the question whether, before moving for judgment under ord. 27, r. 11, it is necessary to previously set down the action on motion for judgment, should be held as settled. Mr. Justice CHITTY in *Sheppard v. Edwards* (*ante*, p. 693) so decided, and it should now be remembered that this practice should always be followed, as parties who fail to comply with it will be liable to pay the costs of the application.

IT IS NOT OFTEN that the summer vacation passes without our having to record a fatal accident, whether by drowning or by a fall from a precipice, to some member of the legal profession, and we have no doubt that many of our readers will have read with the deepest regret the announcement of the death by drowning, through a collision between his yacht and a steamer, of Mr. WILLIAM CROSSMAN, the head of one of the oldest and most important firms of London solicitors.

THE PROVISIONS of the 48th of the Supreme Court Funds Rules, 1884, which enable Chancery dividends to be transmitted by post, are either not generally known or do not receive the universal approval hoped for and expected by the Treasury when the rule was passed. The Chancery Paymaster has considered it necessary to issue a notice calling attention to the rule, but we believe it is found in practice that the requirements are so difficult to comply with that parties prefer, on the whole, to wait for their dividends, &c., until they can come to town, as formerly, to receive them.

THE CASE of *The Earl of Dumfries* (33 W. R. 568, L. R. 9 P. D. 31) decides an important practical point of evidence in shipping cases. A question arose in a collision action as to the admissibility of the engineer's log-book of the defendant ship, the chief engineer, who had kept the log, not being called as a witness. It

was objected that the log-book was not evidence against the ship-owner, since the engineer was not an agent authorised to make admissions on behalf of the former; and it was urged that, since there is no legal duty to keep an engineer's log-book, it was not made evidence by the Merchant Shipping Act, 1854 (17 & 18 Vict. c. 104), s. 285, which enacts that "all entries made in any official log-book as hereinbefore directed shall be received in any proceeding in any court of justice." On the other hand, it was contended that, since the engineer's log was kept by the instructions of the owner for a particular purpose, it was as much an "official log-book" as if it had been kept by the master or mate. Mr. Justice BURR, though with considerable doubt, admitted the evidence, on the ground that there was no appreciable distinction in principle between a log-book kept by a mate and one kept by an engineer, although he observed that the latter could not have been used as evidence in the owner's favour, whereas the former is, by the statute, admissible for all purposes. This want of analogy between the two cases does not detract from the correctness of the learned judge's ruling, since the entries made by the engineer seem clearly to fall within the class of admissions by an authorised agent.

THERE HAVE BEEN very few appeals to the Probate, Divorce, and Admiralty Division against orders of magistrates for a judicial separation under the Matrimonial Causes Act, 1878 (41 & 42 Vict. c. 19), but the case of *Wood v. Wood* (33 W. R. 323) raised rather a curious point as to the jurisdiction of the justices under the statute. The order recited that the appellant had been convicted summarily of an aggravated assault upon his wife within the meaning of the 24 & 25 Vict. c. 100, s. 43, the assault being of such an aggravated nature that it could not be sufficiently punished summarily as a common assault, and that the justices, being satisfied by evidence that the wife's future safety was in peril, ordered that she should be no longer bound to cohabit with her husband, and that he should pay her £1 per week, the wife to have the custody of the children of the marriage under the age of ten. In respect of the assault the magistrates imposed a fine of only £1, with 18s. costs, or fourteen days' imprisonment in default, apparently imposing a lighter fine than would otherwise have been inflicted in consideration of the future pecuniary liability to be imposed on the husband, and it was argued on his behalf that, since they had dealt with the charge as a common assault under 24 & 25 Vict. c. 100, s. 42, they had no jurisdiction to order a judicial separation, which could follow only upon a conviction for an aggravated assault under section 43; but Mr. Justice BURR held that the fact that only a small fine had been imposed upon the husband did not oust the jurisdiction of the justices to order a judicial separation if they were satisfied that they could not adequately punish him for a common assault. He, therefore, was of opinion that the recital was sufficient to give the magistrates jurisdiction, and that the order was valid.

THE NEWLY-ISSUED Divorce Rules, which we print this week, do not introduce any material innovations in practice. Rule 62 provides that an application for a new trial or rehearing is to be made to a divisional court of the Probate, Divorce, and Admiralty Division on notice of motion, the notice to be filed and served within eight days after the trial or hearing, and the motion to be made within eight days after service of the notice if a divisional court is sitting, and if not, at the next sitting of the Divisional Court. According to the old rule, the application was to be made to the judge within fourteen days, and the anomaly of appealing to a judge against his own judgment or ruling is now removed. The new rule adopts for divorce suits the practice established for probate actions by ord. 39, r. 1, of the R. S. C.,

1883, the practice as to the form and service of the notice of motion being a reproduction of rules 3 and 4 of the same order, while the new divorce rule 62a. is a repetition of ord. 39, r. 5, which provides for amendment of the notice of motion by leave of the court or judge. Rules 127 and 128 enable a party to a divorce suit to change his solicitor, without taking out a summons for that purpose, on giving notice of the change, with a fresh address for service. A fee of 2s. 6d. will, however, be payable on filing this notice, and any application against the former solicitor for delivery up of papers will still have to be made by summons. The new rules 139 and 140 deal merely with joint affidavits, and the authentications of erasures and interlineations in affidavits; while rules 214 and 215 (which are entirely new) are rendered necessary by the Matrimonial Causes Act, 1884 (47 & 48 Vict. c. 68), section 2 of which provides that where a decree for restitution of conjugal rights is not complied with by a husband, he may be ordered to pay a periodical allowance to his wife; while section 3 provides for a similar payment being ordered where a wife is respondent in a suit for restitution, and is in possession of property, or in receipt of earnings; and section 6 provides for the making of orders, during the pendency of a suit for restitution, as to the maintenance or education of children. An impression appears to have prevailed that in writs for restitution a separate petition for maintenance or allowance was unnecessary, but rule 139 now expressly provides for the filing of a petition whenever the court is asked to exercise the authority given by the three sections above referred to, while rule 140 adopts, so far as they may be applicable, all the rules heretofore in force as to applications for maintenance and alimony, and for the variation of settlements.

THE CASE OF *Mortimer v. Wilson*, which is reported in this week's number of the WEEKLY REPORTER, raised a question as to the enforcement of an undertaking given by the defendant at the trial to carry out the agreement, specific performance of which was sought by the plaintiff. Upon the defendant's undertaking an order was made that he should complete a certain road, which was the relief asked, by a specified date, but this order remained uncompleted. The plaintiff thereupon moved, under ord. 42, r. 32, for leave to complete the road himself, and to debit the defendant with the expenses of so doing; but Mr. Justice NORTH held that the rule relied upon did not apply to the case, but that the undertaking should be enforced by permission to the plaintiff to do the work, with liberty to apply for payment by the defendant of the expenses of completing the road to the satisfaction of the local authorities.

A CORRESPONDENT, whose letter we print this week, draws our attention to the difficulty which exists in connection with the words "clear day" in the new rule regulating the allowance of refresher fees to counsel. By R. S. C., 1883, ord. 65, r. 27 (48), "When any cause or matter is to be tried or heard upon *viâ voce* evidence in open court, if the trial shall extend over more than one day, and shall occupy, either on the first day only, or partly on the first and partly on a subsequent day or days, more than five hours, without being concluded, the taxing officer may allow, for every *clear day* subsequent to that on which the five hours shall have expired," refresher fees not exceeding certain stated amounts. Our correspondent's difficulty was caused by the Saturday half-holiday. The action, in which his client was unsuccessful, occupied the whole of Friday, Saturday until the rising of the court at one p.m., and Monday until half-past one. The master allowed refreshers for two days, and a judge in chambers upheld his decision, on the ground that Saturday and Monday were each a "clear day," that expression not necessarily meaning a day of five hours. We cannot agree with our correspondent in the view that "clear day" must necessarily mean a "clear day of five hours," and such a construction would have the effect, in many cases, of depriving counsel of their refreshers whenever a trial is continued on a Saturday, or when a judge is compelled by other engagements to adjourn the court early. We may mention that the same rule was discussed before Mr. Justice PEARSON two or three weeks ago in *Smith v. Wills* (*ante*, p. 684). The trial of that action had lasted for eight days, five hours being occupied on the first and second days, and an adjournment having taken place early on the second day in order to enable the defendant to deliver particulars as to certain alleged fraud. The taxing master disallowed refreshers for the third day, holding that

the five hours referred to in the rule had not expired before that time. Mr. Justice PEARSON upheld the taxation, but solely on the ground that the words "may allow" rendered the allowance of refreshers a matter of discretion for the taxing master; and thus no judicial light seems likely to be thrown upon the interpretation of the words "clear day," and the question will probably be always treated as being in the discretion of taxing master.

## PRODUCTION OF DEEDS IN CUSTODY OF MORTGAGEE.

LAST week we printed a letter signed by two correspondents, whose extensive experience of the relevant facts gives great weight to their remarks and arguments, dealing with the subject which stands at the head of this article. We understand our correspondents to contend that, according to the true interpretation of section 3, sub-section (6), of the Conveyancing Act of 1881, the purchaser is bound to pay for the production of documents not in the vendor's possession, and with the possession of which he has finally parted, or which he never possessed at all; such, for example, as documents retained by a previous vendor, or handed over to another purchaser, upon the occasion of a former sale of a property in lots; but that this doctrine does not apply to documents which are in the possession of the vendor's mortgagee, and that the expense of the production of such last-mentioned documents must, in the absence of *express and specific* stipulation, be borne by the vendor. The question is of very great practical importance; and we are sure that many of our readers have been thinking a good deal about it, at all events during the past week. There is much in the above-stated doctrine to commend it to favourable notice; and we propose to lay some account of the matter, as we understand it, before our readers.

It will certainly be thought a very remarkable circumstance that, while the provision in the Act is a mere reproduction of a "common form" which was previously in very common use, the mere change of this common form into a statutory provision should have become the ground of an attempt to change the common practice. Our correspondents, whose experience is large enough to give a high value to their negative testimony, expressly state that they remember no case before the passing of the Act in which a purchaser was even asked to pay the costs of the mortgagee's solicitor for the production of the title deeds; and, further, that they have lately heard of some cases in which the claim was made and allowed, but they add that, in their belief, these cases even now represent the exception rather than the rule. According, therefore, to this highly respectable testimony, the mere translation of a common form into a statutory provision has been treated as though it were a sufficient ground for introducing a change into the common practice. We are not, however, aware whether the testimony of our correspondents was intended to refer only to the country practice. With regard to the practice in London we have reason to doubt whether any absolute uniformity existed.

It would, to say the least, be very difficult to give any reason for supposing that the Act has altered the meaning of the words, and we hardly suppose that anybody would be found to maintain in express terms that the Act has a different meaning from the common form. Anybody who affirms that the proposed new practice (as we may style it) is right, must also affirm that the old practice was wrong. We do not intend to say that the rules for the interpretation of Acts of Parliament are always, and in all respects, precisely identical with the rules for the interpretation of deeds and contracts made privately and *inter partes*; but such an identity does seem to subsist in the present case, where the provisions of the Act were designed to take the place of, and to supersede the need for, the private contract. We should, therefore, surmise that any disposition towards changing the practice which may have appeared may be due to practitioners who previously to the Act were not familiar with the particular common form which is reproduced by the Act, and that it is not founded upon any opinion that the Act differs in meaning from the common form, but that the disposition in question represents the opinion as to the Act's meaning which has been gathered from its words by readers whose minds were not under the influence of a prior interpretation of the same words when appearing in the shape of a common form.



It is very easy to understand how anybody reading the words of the Act for the first time might suppose them to import that the purchaser is saddled with the expenses in question. The words do, in fact, easily bear that meaning. Indeed, it was expressly admitted by Lord Justice Cotton in *In re Johnson and Tustin* (33 W. R. 737) that the words of the Act would even seem to saddle a purchaser with the costs of making the abstract of title, so far as the deeds to which it relates are not in the vendor's possession; and, as our readers are aware, Mr. Justice Pearson had previously decided, not only that the words easily might bear that meaning, but that they did, in fact, bear it (see 33 W. R. 43, L. R. 28 Ch. D. 84). In that case the disputed deed was in the possession, not of a mortgagee, but of a former purchaser, and the vendor had only a covenant for its production. This circumstance, of course, distinguishes the case from those now immediately in contemplation; but it is a strong piece of evidence as to the primary meaning of the language used, that more than one eminent judge should have thought it adapted to include the costs even of abstracting deeds not in the possession of the vendor.

With regard to the above-cited case, our correspondents are well aware that it does not at all conclude the present question; but they think that the judgments contain much to show that the same learned judges would, if necessary, have decided it in accordance with their own contention. We are obliged to confess that we do not find much evidence of this supposed disposition on the part of the learned judges. The question there related to the costs of furnishing the abstract, not to the costs of verifying the abstract when made, or producing the deeds to which it referred. The learned judges seem to have been careful to keep in mind this distinction, and to guard against the inference that their decision was to be made a precedent for deciding the other question which was not before them. We may add (though this fact does not appear in the report) that the learned counsel who argued the case on behalf of the appellants, and whose opinion was, in fact, adopted by the court, expressly insisted upon the distinction between the duty of making a perfect abstract and the duty of verifying the abstract when made; and not only was he careful to point out that his claim had nothing to do with the present question, but his remarks, perhaps, left it doubtful whether he would not have dissented from the contention of our correspondents. All this was clearly kept in view by the learned judges. "If," said Lord Justice Cotton, "*after receiving the abstract*, he requires copies, and is not willing to take the vendor's or his solicitor's word, then he is within the sub-section." "My conclusion," said Lord Justice Lindley, "is, that the sub-section does not relate to title; it proceeds on the assumption that a proper title is shown." And Lord Justice Fry spoke to the same effect:—"It appears to me, that the sub-section throughout assumes that a proper abstract has been furnished."

At first sight the case of *Moody to Yates* (33 W. R. 785, L. R. 28 Ch. D. 661) might be thought to throw a great deal of light upon the present question. In that case, the obtaining of a surveyor's certificate was a necessary condition of obtaining a good title, so that a perfect abstract of title could not be shown without such a certificate, and, at the time of delivering the abstract, the certificate had not been obtained. It was held by the Court of Appeal that the vendor must obtain the certificate at his own expense. But, on reflection, it appears to us that this case in reality goes no further than *In re Johnson and Tustin*. The vendor was bound to procure the certificate to be given by the surveyor, because without it he could not show a perfect abstract of title; but, as soon as the certificate had been given, it was, of course, in the vendor's own possession, and therefore it was destitute of the most essential characteristic of the documents which we are now considering. The case only decided that a vendor cannot, under cover of the Act, palm off a defective title upon a purchaser.

It does not appear that the present question is concluded either way by authority. From the point of view of reason, there is very much to commend the above-stated contention; and the fact of its having been the universal practice under the common form, if this fact should be indisputably established, would supply a very strong, though not an absolutely conclusive, argument in its favour. Before pronouncing definitely upon this question of fact, which includes within it something very like the proof of a negative proposition, it will be necessary to collect further evidence. We might, however, adduce as an indirect confirmation of the testimony

of our correspondents the fact that the learned and widely-experienced draftsman who is understood to have been chiefly concerned in the production of Conveyancing Acts did not think it necessary to provide, by express legislation, for the possible arising of a doubt. This fact would very plausibly be explained by the hypothesis that he regarded the general practice to be already too clearly settled to admit of any ambiguity.

Our correspondents ask a very pertinent and forcible question when they say, "Is it not monstrous that a vendor should be able to tell his purchaser that he cannot produce a scrap of evidence in support of his right to sell, except at the expense of the purchaser, when his inability arises from his having incumbered the property he professes to be free to sell, and he does not, before entering into the contract, disclose the facts of his position to the purchaser?" This, if it were permitted by the law, would be so very "monstrous" that the question well suggests the propriety of inquiring whether such conduct would not bring a vendor who should so act within the equitable doctrine relating to misleading conditions of sale. This inquiry is not without intricacy, and could not be pursued at the far end of an article; but we see some grounds to anticipate that it might, perhaps, be found to afford a satisfactory solution of the question.

This doctrine would imply that a vendor cannot take advantage of the words of the Act unless he discloses in his contract the fact that the property is mortgaged. If he makes this disclosure, we see no strong reason why he should not be permitted to treat it as being an express notice to the purchaser of the coming demand for payment of the costs in question. It is true that, where the contract is in the form of conditions of sale at a sale by auction, they are often entirely neglected by bidders, and fail, in fact, to give actual notice of anything; but we incline to think that the proper remedy for this state of things is to induce the bidders to exercise greater caution rather than to depreciate the significance of the notice given by conditions of sale. We should therefore propose to understand our correspondent's closing words in accordance with this explanation. "With regard," they say, "to solicitors for vendors, we respectfully ask of them not to attempt, either under their own conditions of sale or under the Act, to continue, in any way, the practice of making purchasers pay the costs of the solicitor of the vendor's mortgagee." No doubt our correspondents intended their words to bear the meaning which we have suggested, and their advice is well worthy of our readers' careful attention.

## THE ORGANIZATION OF A SOLICITOR'S OFFICE.

### III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

#### LOANS.

IN some circumstances the solicitor's work attendant on the processes of lending and borrowing money is pleasant, profitable, and perfectly sound. In other circumstances it is quite the reverse.

To distinguish between loans which fall within the former and latter of these categories is not always easy, because in this, as in most matters, the line of division is sometimes faintly marked. Professional practice would be much easier than is, in fact, the case if the solicitor had only to deal with sharp contrasts, and not with finely graduated differences. There are, however, certain general characteristics which act as finger-posts in this matter of loans, and to these we now desire to draw attention.

First of all, if we may use the paradox, there is a class of loan which never becomes a loan at all. Most solicitors have had this fruit dangled before them, and when young and inexperienced have given a great deal of time and attention to it for no result, except vexation of spirit. It is always for a good round sum—£30,000 being a typical figure. Sometimes the security is brought by a friend who talks about it in a whisper, and drops the word "commission" at intervals. Sometimes it comes in a letter from another solicitor, who wants the money for a client. Sometimes it is wanted on the security of a magnificent row of leasehold buildings; or, perhaps, the security is a bath, or a colliery, or a wharf, or a factory. But however it comes, and whatever the security may be, the infallible symptoms are that a very big sum is wanted; that a large commission will be paid; that the matter

is very urgent, and will slip away if the money is not found at once; and that it is represented to be a really good thing, which has not been and must not, on pain of death, be hawked about, as there is not the smallest difficulty in getting the money, and the borrower will be much annoyed if any fuss is made about it. The solicitor who is bitten with such a transaction as this will write any number of letters, rush about to see any number of people, give time and trouble unlimited in the hope of landing a big coup, and, when all is written, said, and done, he will find that he has pursued an air-bubble, and had the gratification of seeing it burst. We recollect hearing of an amusing instance of this description of loan which occurred to a youthful practitioner some years ago. A friend who was sincerely anxious to do him a good turn called on him and inquired whether he could procure a large sum on the security of certain leasehold property, consisting of shops and other buildings in an outlying district of London, delineated or described on a very pretty lithographed plan. The friend had had the matter brought to his own knowledge by the proposed borrower, and had secured the refusal of it for a week—a circumstance to which he attached colossal importance. The great point of all others was that this matter was quite different to all others of the same kind, because it was so very private and select. The borrower, as it appeared, had confided in no one except this mutual friend, and, if he had imparted besides to his own wife the fact that he proposed to borrow money on mortgage, it was as much as he had done in the way of revelation. The young solicitor took the business up with the impetuosity and fire incident to his period of life, and laid siege to many deep purses, without meeting the enthusiastic response for which he had looked. Ultimately, he bethought him of an old friend, who was the solicitor of one of the largest life offices, and forthwith repaired to him and opened fire. Had the office plenty of money available to lend? Yes, certainly. Was the figure so-and-so larger than they would care to entertain? Not a bit, if the security were all right. This preface over, the young solicitor came to the point and described (in terms with which, from frequent repetition, he had grown extremely familiar) the advantages and characteristics of the security, finishing up a peroration of great brilliancy by placing his plan on the table. To his profound surprise and indignation, the Life Office solicitor received the communication with undisguised, not to say intemperate, mirth, and then spoke as follows:—"My dear fellow, I knew, the moment you mentioned the property, what was coming. This thing has been hawked about all over the country. It has been proposed to me at least six times, and has come to me from Manchester, Liverpool, and Birmingham, as well as from London. My people would not look at it for a moment." The younger practitioner fled from the room, and deducted the commission on the loan from the probable amount of his professional earnings for the year, to which he had mentally added it before. The moral of this anecdote is the old and ever true one—that, for the solicitor, there is no royal road to riches. Now and again may come a big slice of good luck, but in general the fruits of labour are to be earned only by plodding steadily on, and it is far better and wiser to realize this truth and act on it than to consume time and energy in the pursuit of dazzling will-o'-the-wisps.

Next, it may be pointed out that no immediate or prospective profit derived from loan business can ever compensate a solicitor for assuming a personal responsibility over and above such as attaches to him in his purely professional character, and under proper reserves and safeguards. We here touch at once infinitely more dangerous ground than that which we have just left. The one case supposes only a certain amount of time and labour lost; the other may spell ruin. The most common and perilous of all the examples of the type now under consideration is that of loans to speculative builders. These have many seductive attractions to recommend them. There is always a great deal of law business hanging about the builder. There are agreements, leases, and mortgages to prepare and peruse, and the borrowing builder is, at that stage, the most accommodating and lucrative of clients. But woe to the solicitor who invests his client's money in loans to builders, unless of the most approved soundness, and in circumstances excluding altogether the element of speculation. The operation of financing a builder requires of all others, perhaps, the greatest combination of astuteness, special knowledge, and good fortune, to result successfully, and the alternative to complete success in this matter is generally disaster. The speculative builder seldom has any halting place between making a good thing of it and bankruptcy, and the latter alternative is commonly borne by him with great philosophy, seeing that his venture has been made with money belonging to other people. This process of lending to builders is to the last degree insidious. First, a sum is put down which is to be the limit until certain results are attained. Then when the results are not quite, but, perhaps, nearly attained, the builder comes and asks for more. If he is told that he cannot have it, he shrugs his shoulders or drops his head according to his real or assumed disposition, and intimates that he has no alternative but to fail. Then a further advance is made. Then the second stage of building is relatively more behindhand than the first,

when the builder returns to the attack; and so matters go on until the buildings are at length completed, when they may very likely not be let, or not all be let, for a considerable length of time, and, instead of bringing in any profitable result, may involve further expenses in ground-rent, rates, taxes, and repairs. We have known more than one instance in which a solicitor has paid his clients' interest on mortgages for years out of his own pocket rather than show the nakedness of the land on the security of which, confiding entirely in him, they have lent their money. Such business as this gravitates naturally in the direction of the young solicitor eager to make a business, and to him especially we would address this warning note.

Another false step, applicable to all loans alike, and falling within our present train of reflection, is taken where the solicitor suffers himself to be drawn into the assumption of responsibility for the sufficiency in point of value of a security. He may, from local knowledge or other special circumstances, be entitled in any particular case to form an opinion entitled to very great weight, but rarely, indeed, should he, in our judgment, permit his client to rest on it, or allow himself to become even morally responsible for its soundness. The short, simple, and best reason for this view is, that it is no part of a solicitor's business to value property. It must be borne in mind that the question of value is of vital importance. It lies at the root of the whole transaction, and it may safely be asserted that, for one mortgage that breaks down from any defect in the investigation of the title to the security, fifty result in loss to the mortgagee from miscalculation or depreciation in the value of the property. In these latter cases the lender naturally turns back to see on whose advice he relied, and if it proves to have been his solicitor, he will not consider for one moment the question whether he was wise himself in relying on a lawyer's guidance in a question of value, but will hold him guilty precisely as if he had been a land valuer from his youth up. Nor can we quarrel much with this view. If a solicitor, not being under any obligation to put his head in a lion's mouth, chooses to do so, he has no particular reason above other men for complaint if the lion does that which is natural to him in the relative positions of the parties. We are most strongly of opinion that a solicitor cannot be too cautious in this matter, both in refraining from actively assuming a duty which it is not within his province to perform, and also in pointing out to his client at the proper time the desirability of obtaining skilled and independent advice on the subject of value.

We shall have something more to say in our next article on the subject of loans.

## CORRESPONDENCE.

### THE RIGHT OF TENANTS FOR LIFE TO BONUS DIVIDENDS.

[To the Editor of the Solicitors' Journal.]

Sir,—The rule laid down in *Re Bouch, Sproule v. Bouch* (L. R. 29 Ch. D. 635), establishing the right of the tenant for life to bonus dividends declared out of back profits, may lead to some unexpected results, which are not referred to in the judgments of the Court of Appeal, but which must be borne in mind by the practitioner.

There are many companies which have large reserve funds composed of back profits, which funds are considered as capital by the shareholders, although they are not so described in the company's books, and could be divided by way of dividend on a simple vote of the shareholders. The value of shares depends upon the property of the company, whether consisting of capital or back profits. A testator buys shares, and they become capital to him, and he proceeds to deal with them accordingly. He directs them to be sold, and probably gives power to postpone the sale. It would never occur to him that it depends upon the action of his trustees whether the tenant for life consumes a part of his capital, or only receives the interest. If the trustees sell before the back profits are divided, such profits are preserved as capital, otherwise they are used up as interest. It is easy to imagine a case in which half the corpus might disappear in this way.

Liverpool, August 23.

### REFRESHERS TO COUNSEL.

[To the Editor of the Solicitors' Journal.]

Sir,—There appears to be a great deal of uncertainty as to the meaning of rule 27 (48) of order 65, and I shall be glad if any of your readers can throw any light on the subject.

I acted for a plaintiff in an action which lasted during the whole day (Friday), until the rising of the court at 1 p.m. on Saturday, and again on Monday up to 1.30, resulting in a verdict for the defendant.

On the taxation of the defendant's costs the master allowed counsel



(senior and junior) two refreshers each, and Mr. Justice Smith in chambers upheld this decision. It was contended before the judge that the words of the rule, "every clear day," mean every clear day of five hours, and that consequently in this case counsel, having been only engaged five and a half hours beyond the first day, were not entitled to more than one refresher.

The judge, however, held that the words "every clear day" mean every day, whether of five hours' duration or not, beyond the first five hours during which the trial lasts. Surely this is contrary to the spirit of the rule?

A SUBSCRIBER.

## RECENT CASES.

### COURT OF APPEAL.

**WILL—APPORTIONMENT—RENT—APPORTIONMENT ACT, 1870, s. 2.**—In the case of *Parish v. Hudson*, before the Court of Appeal, No. 1, on the 11th inst., there was a question as to the operation of section 2 of the Apportionment Act of 1870. A testator, by his will, dated the 26th of May, 1880, directed his executors "to forgive to my tenant J. all rent or arrears of rent which may be due and owing from him to me at the time of my decease." J. was the father-in-law of the testator, and he held under an agreement whereby rent became due at Michaelmas and Lady-day in each year. The testator died on February 12, 1881, and the question arose whether the Apportionment Act, 1870, applied. Kay, J., held that J. was only entitled to the rent down to Michaelmas, 1880. The Court of Appeal (Lord ESHER, M.R., and BOWEN and FRY, L.J.J.) affirmed the decision, FRY, L.J., dissenting from the majority. Lord ESHER, M.R., thought that the true meaning of the will was that the executors were to forgive that which up to the moment of his death the testator might have forgiven. His lordship was satisfied that neither the person who drew the will nor the testator knew anything about the Apportionment Act. Looking at the words used by such persons with regard to such a person as a father-in-law, it was clear that the will only meant that the father-in-law should be forgiven the rent which, in the ordinary sense, was due and owing to the testator, so that he could have insisted on payment. Therefore the Act did not apply. BOWEN, L.J., concurred. FRY, L.J., said that before the Act rent did not accrue from day to day like interest on money lent, but only at the times at which it made payable, and, in his opinion, the Act had altered the common law of England in this respect. Therefore, rent and arrears of rent being legal matters, the words of the will included that which had become due by virtue of the Apportionment Act. The meaning of the words used by the testator must be determined according to the law existing when the will was made. Inquiry whether the testator knew of the Act was irrelevant to the construction of the will. There was nothing in the will to show that the words "due and owing" were used in any but their legal signification. —COUNSEL, *Stirling; W. Freeman.*

**R. S. C., 1883, ORD. 36, R. 34—R. S. C., OCT., 1884, ORD. 36, R. 1A—TRIAL—CHANGE OF VENUE—CHANCERY ACTION SET DOWN FOR TRIAL AT ASSIZES.**—In the case of *Fairburn v. Household*, before the Court of Appeal, No. 2, on the 12th inst., a question arose as to the power of a judge to order a change of venue. The action was brought in the Chancery Division and was assigned to Kay, J. The plaintiff in his statement of claim named Manchester as the place of trial. The action was set down for trial at Manchester, and was called on in the usual way, when Manisty, J., apparently, because of the pressure of business, ordered that the action should be remitted for trial to Kay, J. On the application of the plaintiff the Court of Appeal (COTTON and LINDLEY, L.J.J.) discharged the order. COTTON, L.J., said that, to whatever division the case was assigned the rules enabled the plaintiff to fix the place of trial, subject to the power of the judge to alter it in a proper case. The learned judge seemed to have acted under rule 34 of order 36, which provided that whenever it appeared to be in the interest of justice the court might postpone the trial on terms; but no ground was stated for making the order. The only ground suggested was that there was sufficient other business at Manchester to occupy the time of the judge, and he considered that he had therefore a right to remit the action to be tried by Kay, J. In the opinion of the Lord Justice the mere fact of want of time did not make it expedient in the interest of justice to make such an order. The judge might have tried the case if he had time, if not he might have made it a *remand*; and there was a provision to enable the judge to postpone; and in respect not only of Manchester, but also of Liverpool, cases there was a special provision for sending down a judge to try *remands*. In his lordship's opinion, therefore, it could not be said that the interest of justice required such an order to be made. All that the court could now do was to discharge the order of Manisty, J., and this would not prevent any application being made to Kay, J. The action would come on for trial in November. LINDLEY, L.J., concurred. He could not help thinking that Manisty, J., had overlooked the order of October, 1884 (*vide* 28 SOLICITORS' JOURNAL, 838), which was made to meet this very difficulty. The question came before the Court of Appeal in *Phillips v. Beall* (26 Ch. D. 621, 28 SOLICITORS' JOURNAL, 513), and by that decision the difficulty was removed; but, in order that the matter might be made perfectly plain, the rule was made in express terms that rule 1 of order 36, that actions should be tried in the place named in the statement of claim, should apply to every action, notwithstanding that it might have been assigned to any judge. —COUNSEL, *Pankhurst; Whitaker.* SOLICITORS, *Hutton & Westcott; J. E. Fox & Co.*

**TRADE-MARK—REGISTRATION—PERIOD OF FIVE YEARS—EVIDENCE OF TITLE—REGISTRATION OF MARK FOR CLASS OF GOODS—USE FOR PART ONLY OF CLASS—LIMITATION OF REGISTRATION—TRADE-MARKS REGISTRATION ACT, 1875, s. 3.**—In the case of *Edwards v. Dennis, In re Edwards's Trade-Mark*, before the Court of Appeal, No. 2, on the 11th inst., an important question arose as to the effect of section 3 of the Trade-Marks Registration Act, 1875, which provides that "the registration of a person as first proprietor of a trade-mark shall, . . . after the expiration of five years from the date of such registration, be conclusive evidence of his right to the exclusive use of such trade-mark, subject to the provisions of this Act as to its connection with the goodwill of a business"—i.e. (by section 2), that the right is determinable with the goodwill of the business concerned in the goods as belonging to which the mark is registered. The plaintiff was an iron merchant and manufacturer. His business was originally carried on by a firm of Cromar, Scott, & Co., at Neptune-street, Liverpool. In 1879 they registered, in connection with all the articles comprised in class 5 under the Trade-Mark Rules, which includes "unwrought and partly wrought metals used in manufacture," a trade-mark, consisting of a device of Neptune, with a trident and the word "Neptune." Cromar, Scott, & Co. sold their business to Cromar, Scott, & Co. (Limited), and the liquidator of that company sold the business and the goodwill to the plaintiff, who, as assignee, was in 1879 registered as the owner of the above trade-mark. The plaintiff did not manufacture or sell iron wire, but he was a manufacturer of galvanized iron plates or sheets. The business at the time when he purchased it did not include the manufacture of wire. The defendant was the agent in England of Felten & Guillaume, manufacturers, in Germany, of galvanized iron wire, and in March, 1880, they registered a mark, previously used by them, representing a trident, with the word "Neptune" and the letters F. G. In the action an injunction was granted by Smith, J., to restrain the defendant from using this trade-mark, on the ground that it was an infringement of the plaintiff's mark. Felten & Guillaume afterwards obtained an order from Bacon, V.C., limiting the registration of the plaintiff's trade-mark to all goods in class 5 except wire and wire fencing. The defendant appealed from the injunction, and the plaintiff appealed from the order of Bacon, V.C. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.) allowed the defendant's appeal, and affirmed the order as to the registration with a variation, but ordered the plaintiff to pay the costs of his appeal. COTTON, L.J., said that the plaintiff was not a manufacturer of iron wire, and the business which he purchased was not that of a manufacturer of iron wire. The object of the Act was not to give new rights, but to place restrictions on the bringing of actions for the infringement of trade-marks, and to facilitate the evidence of title to trade-marks by means of registration.

With regard to the injunction it was unnecessary to consider what would have been the result if the defendant had used the plaintiff's registered trade-mark in connection with his wire. No doubt the intention of the Act was to give a right to that which was on the register, but when the alleged infringement did not consist in the use of the exact thing which was on the register, the court must consider whether the defendant was attempting to pass off his own goods as the goods of the plaintiff. In the present case the defendant did not manufacture the same kind of goods as those on which the plaintiff put his trade-mark. Could it, then, be said that by putting his mark on his goods the defendant was passing off his wire as that of the plaintiff? The question could only be answered in the negative, and, therefore, the appeal from the injunction must be allowed. The question of rectification of the register required more careful consideration. The German firm applied to rectify the register, and on behalf of Edwards it was urged that his mark, having been registered for five years, could not be impeached, and he relied on section 3. But that section only made five years' registration conclusive evidence in an action, not in an application for rectification, in which case the court was bound to consider whether the mark was properly placed on the register, however long it had been there. Was Edwards entitled, by virtue of his assignment, to be on the register? It would not be right to express an opinion whether a mark which had not been used as a trade-mark could be registered, but the 1st and 2nd sections and other provisions of the Act favoured the view that there ought to be user contemporaneously with, if not before, registration. The court must, however, decide whether there ought to be registration in respect of goods not comprised in the trade which the plaintiff had purchased. The Act defined a trade-mark, but the definition was not intended to include marks which were never used. The plaintiff's registration purported to be in respect of all the goods comprised in class 5. Even if registration could be effected for marks which had not been used, it ought to be restricted to marks which were going to be used. It was not intended that a man who was about to manufacture only one of the things comprised in a class could register a mark for, and thus obtain the exclusive right to use the mark in connection with, the entire class. The business of the plaintiff, and of the company from which he purchased it, did not include the manufacture of wire, and therefore the registration ought to be rectified, not in the way directed by Bacon, V.C., but by limiting the use of the mark to galvanized and other iron sheets, the goods actually manufactured by the plaintiff. LINDLEY, L.J., and FRY, L.J., concurred. —COUNSEL, *Ashton, Q.C., and John Cutler; Hemming, Q.C., French, Q.C., Solomon, and P. O. Lawrence.* SOLICITORS, *Byrne & Lucas; Van Sanden, Cunningham, & Armitage.*

**PRACTICE—SECURITY FOR COSTS—DEFENDANT OUT OF JURISDICTION—COSTS OF COUNTER-CLAIM.**—In the case of *Sykes v. Scovell*, before the Court of Appeal, No. 1, on the 31st ult., the question arose whether a defendant who was residing out of the jurisdiction could be required to give security for the costs of a counter-claim. The action was brought by a solicitor against a former client. The writ was specially indorsed with a claim for £479, the amount of some bills of costs; and another claim

for £107, money lent to the defendant. The plaintiff applied, under order 14, for leave to sign judgment; and an order was made giving the defendant liberty to defend as to the first claim on the terms of paying £479 into court, with unconditional liberty to defend as to the second claim. The defendant on this occasion made an affidavit that he intended to counter-claim against the plaintiff for negligence as his solicitor. The defendant did not pay the £479 into court within the time limited for his so doing, and the plaintiff signed judgment for the £479, subject to taxation. The defendant, two days before judgment was signed, delivered a defence and counter-claim, denying that he was indebted to the plaintiff at all, and counter-claiming for £10,000 damages for the plaintiff's negligence as his solicitor. An order was afterwards made by the master to strike out the defence, so far as it related to the £479, giving the plaintiff leave to discontinue the action as to the £107, and ordering the counter-claim to be stayed until the defendant should give security for the costs thereof to the satisfaction of the master. This order was affirmed by the judge in chambers, and afterwards by a divisional court (Grove and Denman, J.J.). The defendant appealed as to the security for costs, and the Court of Appeal (Lord Esher, M.R., and BAGGALLAY, L.J.) affirmed the decision. Lord Esher, M.R., said that as matters stood the only person really a plaintiff was the actor in the counter-claim. The original plaintiff was a defendant in the counter-claim, which was really a cross-action. It was unnecessary to say whether in such a case as *Mapleson v. Masini* (L. R. 5 Q. B. D. 144), in which the counter-claim arose out of the same matter as the claim, a defendant who was out of the jurisdiction ought to be required to give security for the costs of his counter-claim. The present case was identical in principle with *Winterfield v. Bradnam* (L. R. 3 Q. B. D. 334), which showed that, when a claim and a counter-claim related to different matters, the counter-claim was a cross-action, and the only ground for joining them together was one of convenience of procedure, that they might be tried at the same time. In such a case the ordinary rule as to security applied, and the defendant, who was really a plaintiff, ought, if he was out of the jurisdiction, to be required to give security for the costs of his counter-claim. BAGGALLAY, L.J., concurred.—COUNSEL, *A. Cock*; *Clifford*. SOLICITORS, *Thomas & Hick*; *J. W. Sykes*.

#### HIGH COURT OF JUSTICE.

**WILL—CONSTRUCTION—ABSOLUTE GIFT—SUBSEQUENT LIMITATION—CUTTING DOWN TO LIFE ESTATE.**—In the case of *In re Sheldon and Kemble*, which came before Kay, J., on the 11th inst., a question arose whether a gift by will absolute in its terms ought to be cut down to a life estate by virtue of the subsequent provisions in the will. The testator, by his will, dated in June, 1870, gave and devised all other his household furniture, &c., and also all that real and personal estate and sums of money in the house, &c., and all sums of money in the savings bank at St. Mark's-place, and all other his estate and effects, with the exception of two £5 shares belonging to him in the Great Northern London Cemetery, Colney Hatch, to his wife by name, and he gave to his two sons by name the said two shares, and he also desired that, at the decease of his wife, what might remain of his property should be equally divided among his surviving children. KAY, J., was of opinion that the wife was not entitled to an absolute gift. It was argued that the gift over was void, but that was the very last construction to which the court would be driven. It was not void unless it meant that only what the widow did not dispose of was given over. In that case, there was some ground for saying that the court could not carry out such a provision. If there was any sort of ambiguity, the court ought to adopt that construction which most effectually regarded the testator's intention, reading the whole will together. That intention was to give the widow a life interest only, with a remainder to the children. The words were, not "what might remain at the decease of his wife," but "at the decease of his wife what might remain." The children were as properly objects of the testator's bounty as the widow. Turning to the authorities, the case was undistinguishable from *Constable v. Bull* (3 De G. & Sm. 411). The only difference suggested was that there there was an express direction to pay debts, but the debts would have to be paid whether there was an express direction or not. "What remained" referred to the residue after the payment of the two specific legacies and of the debts. *In re Adams' Trust* (14 W. R. 18) was to the same effect. In *Bibbins v. Potter* (27 W. R. 304, L. R. 10 Ch. D. 733), the gift over was supported, but that case might possibly be distinguished. The authorities were in favour of the construction which his lordship thought proper to adopt.—COUNSEL, *J. G. Butcher*; *Swinfen Eady*. SOLICITORS, *D. R. Soames*, for *T. P. Harker*, Brighton; *Correllis & Moscop*.

**PARTNERSHIP—MORTGAGE OF SHARE—ACTION BY MORTGAGEE FOR ACCOUNT.**—In the case of *Whetham v. Davey*, before North, J., on the 12th inst., a question arose as to the account to which the mortgagee of a partner's share in a business is entitled. The partners were A. S. Davey, F. Thompson, and G. Alder; the business was that of coal and coke merchants, lightermen, and wharfingers. The articles of partnership were in the usual form, but contained no clause making a charge or assignment by one partner on or of his share of the business a cause for dissolution. Judgment was recovered by the trustees of the National Provident Institution (who were the plaintiffs in this action) against F. Thompson for £26,000 on the 18th of March, 1882, and a writ of *elegit* was issued, under which the sheriff took possession at one of the places of business of Davey, Thompson, & Alder, with the view of realizing the share and interest of F. Thompson therein. On the 6th of

April, 1882, F. Thompson executed a mortgage, by which the plaintiffs agreed to withdraw the sheriff from possession, and F. Thompson assigned to them his share and interest in the partnership business to secure the said sum of £26,000. Notice of the assignment was given to the other partners on the 8th of April, 1882. The partnership was determined on the 27th of November, 1883, and F. Thompson was adjudicated a bankrupt on the 29th of December, 1883. The plaintiff commenced this action on the 21st of June, 1884, against the late partners and the trustee in bankruptcy of F. Thompson, claiming to have the partnership business wound up and the assets realized and the rights and shares of the late partners ascertained, and to have the share of F. Thompson in the net proceeds of such realization applied in payment of the plaintiffs' mortgage debt, and the balance (if any) paid to the trustee in bankruptcy of F. Thompson. NORTH, J., after stating the facts, said that the proper form of decree in cases of this kind was not clearly settled. It was impossible that a mortgagee of a partner's share should be entitled to go back to a time anterior to the date of the mortgage. The proper course would be to direct an account of what was the interest of F. Thompson in the partnership at the date of the dissolution. When the account was worked out, it must be taken on the footing that the continuing partners were agents for the mortgaging partner.—COUNSEL, *Barber, Q.C.*, and *Northmore Lawrence*; *Warrington, Q.C.*, and *Farrowell*. SOLICITORS, *Davidson & Morris*; *R. F. Brunskill*.

**WILL—CONSTRUCTION—TENANT FOR LIFE AND REMAINDERMAN—DIRECTION TO ACCUMULATE RENTS FOR PAYMENT OF MORTGAGE DEBTS—MORTGAGED PROPERTY SOLD BY MORTGAGEE—RIGHT OF TENANT FOR LIFE TO ACCUMULATIONS.**—In the case of *Norton v. Johnstone*, before Pearson, J., on the 11th inst., there was a question as to the right of a tenant for life under a will of settled estates to be let into possession of the estates, and to receive a fund derived from accumulations of the rents under a direction in the will to accumulate for the purpose of paying off a mortgage affecting part of the estates. The testator, by his will, directed his trustees to receive the rents of the estates, and, after paying the interest on the mortgage, to accumulate the residue thereof until the amount of the accumulations should be sufficient to discharge the principal of the mortgage debt, when the trustees were to pay off the sum. And the testator directed that the first tenant for life, or other the person or persons for the time being entitled for life or in tail to the estates under the limitations of the will, should not be entitled to the receipt of any part of the rents thereof until the mortgage debt should have been fully paid off. After the accumulation of the surplus rents had gone on for some time, the mortgagee gave notice to pay off the mortgage, and, in default of payment, he sold that part of the estates which was comprised in the mortgage. The proceeds of sale were not sufficient to pay the mortgage debt, and the balance was paid out of the accumulated fund. The mortgage debt being thus fully paid off, the tenant for life asked that he might be let into possession of the unsold portions of the estate, and that the residue of the accumulations might be paid to him. The remainderman contended that the accumulation ought to continue until the accumulated fund should be sufficient to recoup to the inheritance the value of the property sold by the mortgagee. PEARSON, J., held that the tenant for life's claim was well founded. He said that he could find nothing in the will which directed the rents to be impounded after the mortgage debt should have been paid off. If the testator intended that the rents should be accumulated after the mortgage had been paid off, he had not said so. His lordship thought that the tenant for life was entitled to be let into possession. And he thought that the accumulations must follow the same rule, as they were not required for the purposes for which the accumulation was made. His *ratio decidendi* was that, though the mortgage debt had been paid in a different way from that which the testator intended, he had not provided for that event.—COUNSEL, *W. W. Karslake, Q.C.*, and *E. S. Ford*; *Coomes-Hardy, Q.C.*, and *Alexander Elphinstone*. SOLICITORS, *Fladgate & Fladgate*; *Capron, Dallons, & Co.*; *Whitakers & Woolbert*.

**RAILWAY COMPANY—COMPULSORY POWERS—PART OF HOUSE—LANDS CLAUSES CONSOLIDATION ACT, 1845, s. 92.**—In the case of *Morrison v. The Great Eastern Railway Company*, before Pearson, J., on the 31st ult., a question arose as to the effect of a clause in the special Act of a railway company in modifying the requirements of section 92 of the Lands Clauses Consolidation Act, 1845, that a railway company who require to take part of a house for the purposes of their undertaking are bound to take the whole if required by the owner to do so. The special Act of the defendant company contained a provision that, notwithstanding section 92, the owners and persons interested in the lands, buildings, and manufactories described in a schedule to the Act (including the plaintiffs' premises), and whereof parts only were required for the purposes of the Act, might (if such portions could, in the judgment of the jury, arbitrators, or other authority assessing the compensation, be severed from such properties without material detriment thereto) be required to sell the portions only so required without the company being obliged to purchase the whole or any greater portion thereof, the company paying any damage by severance or otherwise. This action was brought to restrain the company from proceeding under a warrant to the sheriff to summon a jury to assess the value of part of a manufactory belonging to the plaintiffs which the company had given notice to take. The plaintiffs insisted that the company were bound to take the whole of their property. PEARSON, J., held that the form of the warrant was wrong in not expressly requiring that the jury should determine whether there would be "material detriment" to the manufactory if part only was taken; but that the company could get that point decided, without binding themselves to take the whole manu-



factory, if the decision on the first point was against them.—COUNSEL, *Cookson, Q.C., and Sidney Woolf; Cozens-Hardy, Q.C., and Phipson Beale. SOLICITORS, Van Sandau & Co.; W. F. Fearn.*

R. S. C., 1883, ORD. 52, R. 4.—MOTION FOR ATTACHMENT—EVIDENCE BY AFFIDAVIT—SERVICE OF COPY.—In the case of *Whitham v. Whitham*, before Pearson J., on the 5th inst., an application was made to discharge a defendant from custody, on the ground (*inter alia*) that the order for his attachment had been irregularly obtained. Rule 4 of order 52 provides that, "Every notice of motion to set aside, remit, or enforce an award, or for attachment, or to strike off the rolls, shall state in general terms the grounds of the application; and, where any such motion is founded on evidence by affidavit, a copy of any affidavit intended to be used shall be served with the notice of motion." In the present case, the order for attachment had been made for the default of the defendant (who was a trustee) in paying a sum of money which he had been ordered to pay. The defendant did not appear when the order for his attachment was made. One of the affidavits used when the attachment order was obtained was an affidavit of service on the defendant of the previous order to pay the money; and, when notice of the notice of motion to attach the defendant was served upon him, no copy of the affidavit of service upon him of the order to pay was served with the notice of motion. On this ground (*inter alia*) the defendant applied for his discharge from custody. *PEARSON, J.*, discharged the order for attachment on another ground, but he expressed an opinion that rule 4 did not apply to an affidavit relating to mere procedure.—COUNSEL, *Dibdin; Cozens-Hardy, Q.C., and Swinfen Eady. SOLICITORS, R. Vincent; Blair & W. B. Girling.*

ARMY ACT, 1881 (44 & 45 VICT. c. 58), s. 176.—PERSON SUBJECT TO MILITARY LAW—SOLDIERS' CANTEN-SERGEANT.—In the case of *Ex parte Flint*, before the Divisional Court (Lord Coleridge, C.J., and Butt, J.), on the 10th inst., the question arose as to whether a canteen-sergeant or steward was subject to military law within section 176 of the Army Act, 1881. The applicant, who had left the army on a pension, was, in May, 1879, appointed canteen-sergeant of a regimental district. He wore no uniform as such canteen-sergeant, nor did he receive any pay from the War Office for his services in that capacity, but was paid out of the canteen fund. By the Queen's Regulations, the selection of a pensioner for the appointment of permanent canteen-sergeant rests with officers commanding corps, subject to confirmation by the general commanding the district; he is to be under the orders of a committee of officers, and his position is to be that of a steward, having no interest whatever in the profits of the canteen. His pay and allowances, as fixed by Royal Warrant, may be supplemented by such further remuneration from the canteen fund as shall make up his total emoluments to a sum not exceeding six shillings a day. The applicant was arrested on a charge of having taken bribes as the canteen-sergeant of the regimental district, and was awaiting his trial by court-martial, when he applied for a rule calling on the colonel commanding the regimental district to show cause why a writ of *habeas corpus* should not issue commanding him to bring up the body of the applicant, that he might be discharged from custody, on the ground that he was not employed in military service, and so was not subject to trial by court-martial. Section 176 of the Army Act, 1881, specifies the persons subject to military law as soldiers, and sub-section 4 includes "all pensioners not otherwise subject to military law who are employed in military service under the orders of an officer of the regular forces." The Court held that the applicant came within the terms of sub-section 4, and refused the rule.—COUNSEL, *Yarborough Anderson. SOLICITOR, Hunt.*

#### CASES BEFORE THE VACATION JUDGE.

INJUNCTION—COVENANT—TRADE OF A NOISY, NOISOME, OR OFFENSIVE CHARACTER—POSTERS ON WALL.—In the case of *Romano v. Hodges*, before Smith, J., on the 26th inst., sitting as Vacation Judge, a question arose as to the right of a tenant to cover the whole of the front of his house with posters. It appeared that, in May, 1885, W. M. Hodges, the defendant, applied for a lease of No. 400, Strand, from the plaintiff, Alphonso Romano, who carries on his business of a restaurant keeper at No. 399. Hodges wrote a letter to Romano, stating that he intended to use the premises for his business as a draughtsman, and to sub-let whatever part he did not require. On the 23rd of July the parties executed an agreement, Hodges agreeing to take "All that the upper part of No. 400, Strand for a year certain," and he covenanted not to "permit or suffer to be carried on any trade or other business of a noisy, noisome, or offensive character without the special licence of the lessor in writing for that purpose obtained, nor suffer any public auction." The defendant, upon entering into possession, covered the front wall of the house with advertisements. This was a motion for an injunction to restrain him from such user of the premises. *SMITH, J.*, said that he was of opinion that this application for an *interim* injunction should not be granted. In May, 1885, there was negotiation between the plaintiff and the defendant as to the tenancy, and in that month the defendant, by letter, represented that he intended to use the premises for his business as a draughtsman, and should sub-let part of the house if he did not require it. The negotiations proceeded through June and July, and, on the 23rd of July, an agreement was executed by which the defendant was put on terms not to carry on a trade or business of a noisy, noisome, or offensive character, nor to suffer a public auction. These were the only

restrictions imposed. He never undertook not to paste posters outside. If the plaintiff wished to impose such a restriction, he should have put it in writing. As to the representation by the letter above referred to, two months after writing it the defendant contracted to take the whole premises for £100 for one year, subject to certain restrictions. He should follow the dictum of Parke, B., in *Hart v. Windsor* (12 M. & W. 68, 88), and hold that the restriction of the user complained of should have been in writing. He had before him an express agreement containing no such restriction. The motion must be dismissed, with costs.—COUNSEL, *Gazdar; P. F. Wheeler. SOLICITORS, Lewis Heriages; Arthur Hughes.*

SOLICITOR—DEFAULT—ATTACHMENT—NO MEANS—RELEASE.—In the case of *Thompson v. Barrett*, before Smith, J., on the 26th inst., a question arose as to the period at which a solicitor, who had been imprisoned in Holloway Gaol for non-payment of a sum of money which he had been ordered to pay, should be released from custody. The solicitor, James Bowen Barrett, had acted for a woman in an action to recover damages for injuries sustained by her in a tramcar accident. After two trials, a verdict was given for £250 damages. Part of this the solicitor received under an agreement between him and the woman, but, upon an action brought against him by the woman, he admitted that the agreement could not be sustained at law, and consented to a judgment against him. On the 20th of June, 1884, Chitty, J., ordered the solicitor to pay £100 into court by instalments of £25 every fortnight; and, on the 10th of August, 1884, he made an order for a writ of attachment in default of payment. On the 5th of August, 1885, the solicitor was arrested on his way back from Reading, where he had been to give evidence in a trial. The solicitor had been in Holloway for twenty days, and was without means. Counsel referred to *In re Preston* (31 W. R. 581, 11 Q. B. D. 558). Though that case precluded the raising of the question of illegal arrest of a witness travelling from the court, the footnote at the end said that the solicitor there, having no funds, was subsequently discharged. *SMITH, J.*, after stating the facts, said that he did not attach any weight to the argument that the solicitor was prevented from earning the money, as three instalments of £25 had become due when the order was made for a writ of attachment, not one instalment had been paid. After that order was made on the 10th of August, 1884, the solicitor disappeared until August, 1885, when he was heard of giving evidence at a trial at Reading. He had been in prison twenty days; was that enough punishment? His lordship thought not; he should consider a month a proper time, and should permit the release of the solicitor on the 5th of September.—COUNSEL, *Scarlett; Dale Hart. SOLICITORS, James Bowen Barrett, for the applicant; Kims & Hammond, for the respondent.*

TRUSTEE—ATTACHMENT—DEBTORS ACT, 1869 (32 & 33 VICT. c. 62), s. 4.—In the case of *Re Atkinson, Gibson Leadbitter v. Wilks*, before Smith, J., on the 26th inst., a question arose as to whether executors, who had not received a sum of money which they had been ordered to pay into court, came within sub-section 3 of section 4 of the Debtors Act, 1869, as persons acting in a fiduciary capacity, and ordered to pay by a court of equity any sum "in their possession or under their control." The chief clerk certified that £204 3s. 10d. was due to the estate, and the executors were ordered to pay the money. This they had failed to do, stating that the money never had come into their possession. This was a motion for liberty to issue attachment for non-compliance with the order. *SMITH, J.*, said that there was sufficient evidence that a balance was due from these gentlemen, and made the order for a writ or writs of attachment, the order not to be acted upon for three weeks.—COUNSEL, *H. T. Eee; R. F. Norton. SOLICITORS, Coote & Co.; Pattison, Wigg, & Co.*

#### OBITUARY.

##### MR. REGISTRAR MURRAY.

Mr. William Powell Murray, one of the registrars of the Court of Bankruptcy, died at his residence, Newgrove, Upper Norwood, on the 20th inst. The deceased was the seventh son of Mr. Charles Murray, of Petworth. He was born in 1817, and he was educated at Trinity College, Cambridge, where he graduated as a junior optime in 1839. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1841, and he practised for several years in the Court of Chancery. In 1863 he was appointed by Lord Westbury registrar of the Manchester District Court of Bankruptcy, and two or three years afterwards he became a registrar of the court in London. The deceased registrar was married in 1854 to the daughter of the Hon. Arthur Richard Turnour, and he became a widower about a year ago.

##### MR. WILLIAM CROSSMAN.

Mr. William Crossman, solicitor (of the firm of Shum, Crossmans, & Prichard), of 16, Theobald's-road, was drowned on the 22nd inst. He was taking a cruise with his wife on board his yacht, *The Kalgash*, and, while sailing in the Sound of Mull, the vessel came into collision with a steamer. The yacht sank at once, and Mr. Crossman and his wife were drowned. Mr. Crossman was admitted a solicitor in 1847. He was at the time of his death the head of his firm, and he was associated in partnership with his son, Mr. Alexander Crossman, and with Mr. Charles Edward Crose Prichard. He was a perpetual commissioner for the county of Middlesex, and for the cities of London and Westminster, and

he had a large private practice, his firm being solicitors for some of the largest brewing firms in London. The *Times* says: "The firm of which Mr. Crossman was a member may be traced through the *Law List*, under the name of Thomas Meggison, of Hatton-garden, from 1779, and within the last fifty years the well-known name of Manisty appears as that of one of the partners."

#### MR. WILLIAM BUTLER.

Mr. William Butler, solicitor, died at Dalton-in-Furness on the 19th inst. Mr. Butler was the son of Mr. Thomas Butler, solicitor, and was born in 1815. He was admitted a solicitor in 1837, and he had ever since practised at Dalton-in-Furness. He had been for many years associated in partnership with his sons, Mr. Thomas Butler, who was admitted a solicitor in 1865, and Mr. William Butler, junior, who was admitted in 1882. He had an extensive practice, and he was for many years agent for the Duke of Devonshire's Furness estates, and coroner for the liberty of Furness. Mr. Butler was married in 1841 to the daughter of Mr. Philip Hartley, of Ulverston, and he leaves five children.

#### MR. ROBERT GAMLEN.

Mr. Robert Gamlen, solicitor, of 3, Gray's-inn-square, who was the oldest solicitor in London, died at his residence at Hornsey on the 19th inst., in his ninety-fifth year. Mr. Gamlen was born in 1790. He was admitted a solicitor in Trinity Term, 1813, and he had thus been in practice for exactly seventy-two years. His son, Mr. Robert Heale Gamlen, was admitted a solicitor in 1861. Mr. Gamlen was buried in Hornsey Churchyard on the 22nd inst.

### LEGAL APPOINTMENTS.

Mr. JOHN ROSE has been appointed a Revising Barrister. Mr. Rose is the son of Mr. John Randolph Rose, of Stoke-upon-Trent, and was born in 1841. He was called to the bar at Gray's-inn in Easter Term, 1868, and he practises on the Oxford Circuit, and at the Staffordshire Sessions. Mr. Rose is a reporter on the staff of the *Law Reports*.

Mr. WILLIAM FERRIS, solicitor, of 35, Great James-street, and of Acton, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. BAZETT MICHAEL HAGGARD has been appointed a Revising Barrister. Mr. Haggard is the second son of Mr. William Meybohm Rider Haggard, of Bradenham Hall, Norfolk. He was born in 1847, and he was educated at Trinity Hall, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1871, and he practises on the South-Eastern Circuit.

Mr. THOMAS OLDACRES DEAR, solicitor (of the firm of Oldacres, Dear, & Armstrong), of 54, Gresham-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FRANCIS OTTIFELL ADAMS, barrister, C.B., has been appointed a British Delegate at the International Copyright Conference at Berne. Mr. Adams is the only son of Mr. Joseph Hollingworth Adams, and was born in 1826. He was educated at Trinity College, Cambridge, where he graduated as a senior optime and in the third class of the classical tripos in 1848, and he was called to the bar at Lincoln's-inn in Easter Term, 1852. He was second secretary to the legation at Washington from 1864 till 1866, and to the legation at Paris from 1866 till 1868, secretary to the legation in Japan from 1868 till 1872, and he became British Envoy Extraordinary and Minister Plenipotentiary at Berne in 1881. He was a British delegate to the Postal Congress at Paris in 1878, in which year he was created a Civil Companion of the Order of the Bath.

Mr. DAVID ARCHER COLT WILLIAMS has been appointed a Revising Barrister. Mr. Williams is the second son of the Rev. David Williams, rector of Castle Careinion, Montgomeryshire. He was born in 1849, and he was educated at Jesus College, Oxford. He was called to the bar at the Middle Temple in November, 1877, and he practises on the North Wales and Chester Circuit, and at the Cheshire, Denbighshire, Flintshire, and Montgomeryshire Sessions.

Mr. THOMAS TOWNSEND BUCKNILL, Q.C., has been appointed Recorder of the City of Exeter, in succession to Sir Arthur Collins, who has been appointed Chief Justice of Madras. Mr. Bucknill is the second son of Dr. John Charles Bucknill, and was born in 1845. He was called to the bar at the Inner Temple in Michaelmas Term, 1868, and he is a member of the Western Circuit. He was appointed a Queen's Counsel a few weeks ago.

Mr. THOMAS DIXON, solicitor, of Chelmsford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

The Right Hon. MICHAEL MORRIS, Lord Chief Justice of the Common Pleas Division in Ireland, has been created a Baronet. Sir M. Morris is the eldest son of Mr. Martin Morris, of Spiddal, Galway, and was born in 1827. He was educated at Trinity College, Dublin, and he was called to the bar at Dublin in 1849. He became a Queen's Counsel in 1863, and a bencher of the King's Inns at Dublin in 1867. He was recorder of Galway from 1857 till 1865, when he was elected M.P. for that borough. He was Solicitor-General for Ireland from July till October, 1866, when he was appointed Attorney-General and a member of the Irish Privy Council. He was a puisne judge of the Court of Common Pleas from 1867 till 1876, when he was appointed Chief Justice of that court.

Mr. ROGER LETHBRIDGE, barrister, C.I.E., has received the honour of Knighthood. Sir R. Lethbridge is the eldest son of Mr. Ebenezer Lethbridge, and was born in 1840. He was formerly a scholar of Exeter College, Oxford, where he graduated second class in mathematics in 1863. He was for a short time a clerk in the Public Record Office, and he was afterwards a political agent of the first class in the Indian Political Department. He was created a companion of the Order of the Indian Empire in 1878, and he was Indian Press Commissioner from 1878 till 1880. He was called to the bar at the Inner Temple in June, 1880, and he has practised in the Chancery Division.

Mr. JOHN GEORGE MACCARTHY, solicitor and notary, of Dublin, has been appointed an Assistant Commissioner under the Irish Land Purchase Act, 1885. Mr. MacCarthy is the eldest son of Mr. John MacCarthy, of Cork, and was born in 1829. He was admitted a solicitor in Ireland in 1853. He was M.P. for Mallow in the Liberal interest from 1874 till 1881, when he was appointed an assistant commissioner under the Irish Land Law Act, 1881.

Mr. STANISLAUS LYNCH, Registrar of the Landed Estates Court in Ireland, has been appointed an Assistant Commissioner under the Irish Land Purchase Act, 1885.

#### DISSOLUTIONS OF PARTNERSHIPS, &c.

WILLIAM DAVIES and MAURICE DAVIES ROBERTS, solicitors, Rhyl, Holywell, and Abergele. Aug. 17. The said William Davis will carry on the business as heretofore. [Gazette, Aug. 21.]

JOHN LUKE PETER and THURSTAN COLLINS PETER, solicitors (J. L. & T. C. Peter), so far as regards the said John Luke Peter, who retires from the firm. March 25. All debts due to or owing by the said late firm will be received and paid by the said Thurstan Collins Peter. [Gazette, Aug. 25.]

### NEW ORDERS, &c.

#### AMENDED AND ADDITIONAL RULES AND REGULATIONS IN DIVORCE AND MATRIMONIAL CAUSES.

##### AMENDED RULES AND REGULATIONS.

Rules 62, 127, 128, 139, and 140 of the Rules and Regulations in Divorce and Matrimonial Causes, dated 26th December, 1865, are respectively repealed, save so far as concerns anything done or proceedings taken in accordance with them, and in place of the said rules it is ordered that the following rules shall take effect:

##### New Trial and Hearing.

62. An application for a new trial of the issues of fact tried by a jury or for a re-hearing of a cause shall hereafter be made to a divisional court of the Probate, Divorce, and Admiralty Division, and shall be by notice of motion filed in the registry, stating the grounds of the application, and whether all or part only of the verdict, or findings, or decree is complained of, and such notice of motion shall be filed and served upon the other parties in the cause, or their solicitors, within eight days after the trial or hearing, and the motion shall be made eight days after service of the notice of motion, if a divisional court shall be then sitting, or otherwise on the first day appointed for a sitting of the divisional court after the expiration of the eight days, and the time of the vacations shall not be reckoned in the computation of time for serving such notice of motion.

62a. The notice of motion may be amended at any time by leave of the court or a judge on such terms as the court or judge may think fit.

##### Change of Solicitor.

127 and 128. Any party to a cause shall be at liberty to change his or her solicitor without an order for that purpose upon notice of such change, containing an address for service of pleadings and other instruments within three miles of the General Post Office, being filed in the registry, but until such notice is filed and a copy thereof served on the other parties in the cause, the former solicitor shall be considered the solicitor of the party.

##### Affidavits.

139. In every affidavit made by two or more deponents the names of the several persons making the affidavit shall be inserted in the jurat, except that if the affidavit of all the deponents is taken at one time by the same officer, it shall be sufficient to state that it was sworn by both (or all) of the above-named deponents.

140. No affidavit having, in the jurat or body thereof, any interlineation, alteration, or erasure shall, without leave of the court or of one of the registrars, be filed or made use of in any matrimonial cause or matter unless the interlineation or alteration (other than by erasure) is authenticated by the initials of the officer taking the affidavit, nor, in the case of an erasure, unless the words or figures appearing at the time of taking the affidavit to be written on the erasure are re-written and signed or initialed in the margin of the affidavit by the officer taking it.

#### ADDITIONAL RULES AND REGULATIONS.

##### Maintenance and Settlements.

214. All applications to the court to exercise the authority given by sections 2, 3, and 6 of the Matrimonial Causes Act, 1884 (47 & 48



Vict. c. 68), are to be made in a petition, which may be filed as soon as by the said statute such applications can be made, or at any time thereafter.

215. Rules 97 to 102, both inclusive, of the rules and regulations for this court, bearing date 26th December, 1865, and rule 195 of the additional rules, bearing date 14th July, 1875, and rule 204 of the additional rules, bearing date 17th April, 1877, shall, so far as the same are applicable, be observed in respect to applications by petition to exercise the authority given by sections 2, 3, and 6 of the Matrimonial Causes Act, 1884.

## COMPANIES.

### WINDING-UP NOTICES.

#### JOINT STOCK COMPANIES.

##### LIMITED IN CHANCERY.

**COPPER QUEEN UNITED, LIMITED.**—By an order made by Chitty, J., dated Aug. 8, it was ordered that the voluntary winding up be continued. Wild and Co., Ironmonger lane, solicitors for the company.

**GUINEA COAST GOLD MINING COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Aug. 15, it was ordered that the voluntary winding up of the company be continued. Snell and Co., solicitors for the petitioner.

**MAINDY STEEL WORKS, LIMITED.**—Chitty, J., has, by an order dated May 7, appointed Woodley Smith, 25, Budget row, to be official liquidator. Creditors are required, on or before Sept. 14, to send their names and addresses, and the particulars of their debts or claims, to the above. Thursday, Oct. 29 at 12, is appointed for hearing and adjudicating upon the debts and claims.

**SELF ACTING SEWING MACHINE COMPANY, LIMITED.**—By an order made by Pearson, J., dated Aug. 8, it was ordered that the company be wound up. Montagu, Bucklebury, solicitor for the petitioner.

**SOUTH EUROPE MINING COMPANY, LIMITED.**—A. L. Smith, J., has fixed Tuesday, Sept. 1 at 11, at the Vacation Chambers, Room No. 252, Royal Courts, for the appointment of an official liquidator.

[Gazette, Aug. 21.]

**CASTLE DALE STEAMSHIP COMPANY, LIMITED.**—Petition for winding up, presented Aug. 19, directed to be heard before A. L. Smith, J., at the Royal Courts, on Wednesday, Sept. 2. Stocken and Jupp, Lime st, solicitors for the petitioners.

**HEN AND CHICKENS HOTEL AND ARCADE COMPANY, LIMITED.**—The Vacation Judge has fixed Sept. 4 at 11, at the Vacation Chambers, Room No. 252, Royal Courts, for the appointment of an official liquidator.

**LYNN NANTYGO COLLIERY COMPANY, LIMITED.**—By an order made by Bacon, V.C., dated Aug. 15, it was ordered that the voluntary winding up of the company be continued. Snowball and Co., Savoy place, agents for Snowball and Co., Liverpool, solicitors for the petitioning company.

**NATIONAL CYCLE WORKS, LIMITED.**—By an order made by Chitty, J., dated Aug. 8, it was ordered that the works be wound up. Saunders and Co., Coleman st, solicitors for the petitioner.

**RETTIE PATENT SEAT AND SCAFFOLD FASTENER COMPANY, LIMITED.**—Petition for winding up, presented Aug. 22, directed to be heard before A. L. Smith, J., on Sept. 2. Mew, Lincoln's inn fields, solicitor for the petitioner.

**SCOVILLE'S HAMBLE FISHERIES COMPANY, LIMITED.**—Petition for winding up, presented Aug. 19, directed to be heard before A. L. Smith, J., at the Royal Courts, on Wednesday, Sept. 2. Stocken and Jupp, Lime st, solicitors for the petitioners.

**SILVER STREAM MINING COMPANY, LIMITED.**—Petition for winding up, presented Aug. 24, directed to be heard before Bacon, V.C., on Oct. 31. Jones, Quality ct, Chancery lane, agent for Jones and Co., Aberystwith, solicitors for the petitioners.

[Gazette, Aug. 25.]

##### UNLIMITED IN CHANCERY.

**NEATH PERMANENT BENEFIT BUILDING SOCIETY.**—Petition for winding up, presented Aug. 18, directed to be heard before the Vacation Judge on Sept. 2. Hacon and Turner, Leadenhall st, agents for Davies, Neath, solicitor for the petitioner.

##### STANNARIES OF CORNWALL.

##### LIMITED IN CHANCERY.

**NEW GREAT WHEAL VOR TIN MINING COMPANY, LIMITED.**—By an order made by the Vice-Warden, dated Aug. 25, it was ordered that the company be wound up. Hodge and Co., Truro, solicitors for the petitioners.

[Gazette, Aug. 25.]

##### UNLIMITED IN CHANCERY.

**WHEAL UNY MINING COMPANY.**—By an order made by the Vice-Warden, dated Aug. 17, it was ordered that the company be wound up. Hodge and Co., Truro, solicitors for the petitioner.

[Gazette, Aug. 21.]

##### FRIENDLY SOCIETIES DISSOLVED.

**LOYAL MERSEY LODGE OF THE ORDER OF DRUIDS,** Prince of Wales Hotel, Church rd, Seacombe, Chester. Aug. 19.

**ST. JAMES' WORKMEN'S CLUB AND INSTITUTE,** 17, Stourbridge st, Kidderminster, Worcester. Aug. 19.

[Gazette, Aug. 25.]

## CREDITORS' CLAIMS.

### CREDITORS UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

**ALLEN, ROBERT, Deal,** Licensed Victualler. Oct. 2. Oliver, Corbet et, Gracechurch st.

**BARLOW, PETER WILLIAM, Lansdowne rd, Notting Hill, Civil Engineer.** Sept. 29. Layton, Union et, Old Broad st.

**BENNETT, JOSEPH, Sheffield, Grocer.** Oct. 13. Rodgers and Co., Sheffield.

**BRADFORD, SUSAN, Ekeston.** Sept. 10. Bryett and Hure, Totnes.

**BURTON, JOSEPH, Brecon on the Hill, Leicester, Licensed Victualler.** Oct. 2. Sale and Mills, Derby.

**CHRISTIE, RICHARD, Bristol, Cutler.** Sept. 30. Jacques and Co., Bristol.

**CUMMIN, ELLIE ROBINSON, Frindsbury, near Rochester, Engineer.** Aug. 18. Sandoun and Co., Gracechurch st.

**FARNELL, HENRY, Thorpe Hall, Essex, Esq.** Oct. 15. Girdlestone, Albany court yard, Piccadilly.

**GIBBS, SIR BEN THOMAS BRANDRETH, Knight, Sinclair rd, West Kensington park.** Sept. 22. Kinsey and Co., Bloomsbury place.

**GREENHAM, WILLIAM, London rd, Croydon, Esq.** Sept. 10. Rutter and Son, Clifford's inn, Fleet st.

**HAM, WILLIAM, East Brent, Somerset, Yeoman.** Sept. 30. Webster and Smith, Axbridge.

**HARMAN, GEORGE, Lewes, Sussex, Bulder.** Sept. 15. Hillman, Lewes.

**HOLE, WILLIAM, Swimbridge, Devon, Esq.** Sept. 18. Finch and Chanter, Barnstaple.

**HOLE, WILLIAM LEWES, Swimbridge, Devon, Gent.** Sept. 18. Finch and Chanter, Barnstaple.

**JOHNSON, SUSAN ELIZABETH, Adolphus rd, Finsbury pk.** Sept. 30. Grundy and Co., Queen Victoria st.

**KEMP, GEORGE, Pilton, Devon, M.D.** Aug. 29. Harding and Son, Barnstaple.

**LANGRISH, JAMES, Gt Pulteney st, Regent st, Tailor.** Sept. 30. Hurford and Taylor, Farnival's inn.

**LEWIS, THOMAS, Swansea.** Aug. 21. Bishop, jun, Llandovery.

**LISTER, ANN, Manchester.** Sept. 11. Payne and Co, Manchester.

**MACLAREN, WILLIAM, Cornhill, Boot Manufacturer.** Sept. 10. Walker and Batiscombe, Basinghall st.

**MACOMIE, JOHN, New Winstead, Essex, Retired Baker.** Nov. 30. Blewitt and Tylor, Gracechurch st.

**MATSON, CHRISTOPHER, Aygarth, York, Farmer.** Aug. 22. Calvert, Masham.

**ROBERTS, THOMAS, Rochdale, Lancaster, Gent.** Sept. 19. Standing and Taylor, Rochdale.

**ROUCH, Rev. FREDERICK, Canterbury.** Oct. 10. Plummer and Fielding, Canterbury.

**SMITH, DAVID, Bristol.** Sept. 13. Jacques and Co, Bristol.

**SPEENCE, JOHN, St Alban's rd, Kensington, Dairyman.** Sept. 7. Eagleton and Squelch, Ellen, Egham, Surrey. Oct. 20. Robertson, South sq, Gray's inn.

**SQUELCH, RICHARD, Silver Hall pl, Isleworth, Salesman.** Oct. 20. Robertson, South sq, Gray's inn.

**STOCKINGS, HENRY BANE, Blifield, Norfolk, Carpenter.** Sept. 12. Stockings, Blifield.

**WALES, GEORGE, Sheffield.** Sept. 1. Clayton, Sheffield.

**WILLIAMS, SARAH, Neath, Glamorgan.** Sept. 1. Savours, Swansea.

**WRIGHT, CHARLES, Charles st, St. James's, Retired Major.** Sept. 7. Withall and Co, Gt George st, Westminster.

[Gazette, Aug. 11.]

**BUTLER, ELIZABETH, Ulverston, Lancaster.** Sept. 5. Atkinson, Ulverston.

**DALMER, ANNE, Ryde, Isle of Wight.** Sept. 10. Vincent, Ryde.

**DAWSON, HENRY, New Hall, Longton.** Sept. 5. Dodd, Preston.

**DAWSON, PETER HENRY, New Hall, Longton.** Sept. 5. Dodd, Preston.

**FARR, WILLIAM, Sheffield, Clothier.** Sept. 30. Parker and Brailsford, Sheffield.

**FENWICK, WILLIAM BROWN, South Shields, Durham, Master Mariner.** Sept. 21. Aitchison, Newcastle upon Tyne.

**FIELD, Rev FREDERICK, Helgham, Norwich.** Oct. 5. Cooper and Davies, Norwich.

**GLOVER, MARY ANN, Milford, nr Lymington, Hants.** Aug. 21. Smith and De Zoete, Finsbury circus.

**GORTON, JOHN GEORGE, Leyton, Essex, Gent.** Sept. 26. Gardner, Leadenhall st.

**KESSEAW, LAWRENCE, Thornham, nr Royton, Lancaster, Gent.** Sept. 7. Mellor, Oldham.

**LAWSON, JOHN, Buxton, Derby.** Oct. 15. Bennett and Co, Buxton.

**LEWIS, Rev ISAAC DAVIES, Chaplain in the Royal Navy.** Sept. 10. Hallett, St Martin's pl.

**MURPHY, FRANCIS, Swansea, Cellarman.** Sept. 18. Williams, Swansea.

**ROBERTS, WILLIAM, Birkenhead, Coachman.** Sept. 11. Whitley and Co, Liverpool.

**STILLARD, HENRY RICHARD, Woodford, Essex, Steam Tug Proprietor.** Sept. 14. Christmas, Walbrook.

**THOMPSON, CHARLES WILLIAM, Catford Bridge, Kent, Surveyor.** Sept. 21. Curtis, Old Jewry chbrs, E.C.

**TYRER, HENRY, Heath Charnock, Lancaster, Blacksmith.** Nov. 10. Whitaker, Duchy of Lancaster Office, W.C.

**WEBB, HENRY, Mincing lane, Wine Merchant.** Oct. 7. Bridger, St Helen's pl, Bishopsgate st, Within.

**WEEDEN, WILLIAM FREDERICK, Woollen Draper.** Oct. 1. Miller and Co, Copt-hall et, E.C.

**WHITE, ELIZABETH, Middleton, nr Rockingham, Northampton.** Oct. 16. Flewker and Page, Wolverhampton.

**WHITE, JOHN, Middleton, nr Rockingham, Northampton, Labourer.** Oct. 16. Flewker and Page, Wolverhampton.

[Gazette, Aug. 14.]

**ASHBY, SARAH, Brighton.** Sept. 13. Neve, St. Leonard's-on-Sea.

**ATHEY, MICHAEL, Bevois Town, Southampton, Engine Driver.** Oct. 1. Hickman and Son, Southampton.

**BESLEY, THOMAS, Preston, Lancaster, Corn Dealer.** Sept. 12. Thompson and Craven, Preston.

**BELTON, WILLIAM, Nottingham, Lace Manufacturer.** Oct. 24. Neville, Nottingham.

**CHAIKE, JAMES, Ballycraig, Antrim, Esq., M.P.** Sept. 1. L'Estrange and Brett, Belfast.

**COTTERELL, LAVINIAN ELIZABETH, Casland rd, South Hackney.** Sept. 30. Foster, Birchlin lane.

**CUNNINGTON, JOHN, Boscombe, Southampton, Gent.** Sept. 15. Druitt, Bourne-mouth.

**EDWARDS, JANE, Hertslet rd, Holloway.** Oct. 24. Loughborough and Co, Austin Friars.

**GAMBLE, JANE CATHERINE, Portland pl.** Sept. 29. Farrer and Co, Lincoln's inn fields.

**GAUNT, JOHN, Upper Deal, Kent, Esq.** Sept. 21. Mercer and Co, Deal.

**GLOVER, MARY ANN, Milford, nr Lymington, Hants.** Aug. 24. Smith and De Zoete, Finsbury circus.

**GOULDING, WILLIAM EDSALL, Harwood st, Kentish Town.** Sept. 29. Taylor and Taylor, New Broad st.

**HARRISON, EDWARD, Rochdale, Lancaster, Gent.** Aug. 22. Stott, Rochdale.

**HARTIDGE, WILLIAM, Addelam, Upper Deal, one of her Majesty's Lieutenants for London.** Sept. 30. Carpenter and Sons, Laurence Pountney lane.

**HOLDSWORTH, LUCE, Kingston upon Hull, Licensed Victualler's Assistant.** Sept. 1. Chatham, Hull.

**HOPPERTON, THOMAS, Bloomfield rd, Plumstead, Gentleman.** Sept. 13. Muskett, Cannon st.

**LANGDALE, EDWARD FREDERICK, Walls, Hampton Court, Chemist.** Sept. 28. Fleet, Hatton garden.

**RAMSBOTTOM, LAURA AUGUSTA, Dover.** Oct. 1. Kingsford and Co, Canterbury.

**RAMSBOTTOM, JOHN RICHARD SNEYD, Dover, Esq.** Oct. 1. Kingsford and Co, Canterbury.

**SNELLING, JOHN EDWARD, St Mary Magdalen, Hastings, Beer Retailer.** Sept. 13. Neve, St. Leonard's on Sea.

**WHITE, ELIZABETH, Kingston upon Hull.** Sept. 12. Shackles and Son, Kingston upon Hull.

**WILLIAMS, THOMAS, Salisbury st, Strand.** Sept. 13. Woutner and Sons, Ludgate hill.

**WIMBLE, REBECCA, Ryde, Isle of Wight.** Sept. 12. Shackles and Sons, Kingston upon Hull.

[Gazette, Aug. 18.]

**BINNS, HANNAH MARIA, Sheffield.** Sept. 1. Wilson, Sheffield.

**BRIDGE, ROBERT ARTHUR, Heywood, Lancaster, Innkeeper.** Sept. 29. Stott and Co, Rochdale.

**BROOKS, JAMES, Mitcham, Surrey, Physic Gardener.** Sept. 15. Penfold, John st, Bedford row.

**CAMDEN, JOHN WHITE, Wooburn, Buckingham, Plumber.** Oct. 1. Spender, Maidenhead.

CLEVELLEY, THOMAS, Aspull, near Wigan, Surveyor of Highways. Oct 1. Barlow, Wigan.  
 ESTCOURT, MARY ANNE HARRIET BUCKNELL, Eaton place. Sept 21. Wynne and Son, Lincoln's inn fields.  
 FLOWER, HENRY, Derby, Veterinary Surgeon. Oct 24. Briggs, Derby.  
 FOOT, CHARLES EDWARD, Blantyre, Central Africa, a Captain in the Navy. Feb 18. Cave and Cave, Walbrook.  
 FRANKLIN, ELIZABETH TAYLOR, Elm ter, Selkirk rd, Lower Tooting. Dec 31. Woolley and Hughes, Great Winchester st, Old Broad st.  
 HAMMOND, JOHN, Handforth, Chester, Joiner. Stainer, Handforth, Chester.  
 HOPKINS, MARGARET, Lugwardine, Hereford. Oct 13. Smith, Gloucester.  
 ISHMAEL, JANE, Wolverhampton. Sept 26. Roberts, Amlwch, Anglesey.  
 LAW, JOHN SUTHERLAND, South Lodge, Enfield, Esq. Sept 20. Saunders and Co, Coleman st.  
 LOGGIN, NICHOLAS MARSHALL, Bradpole, Dorset, Esq. Sept 19. Cox and Kitson, Beaminster, Dorset.  
 MILLIGAN, ROBERT, The Knoll, Upper Norwood, Esq. Oct 1. Taylor and Co, Bradford, Yorkshire.  
 MORRELL, GEORGE, Sunderland, Master Mariner. Sept 16. Bell and Co, Sunderland.  
 NANEVELL, ELIZABETH TRURO, Sept 20. Rogers, Falmouth.  
 PEEK, WILLIAM HENRY, Walthamstow, Essex, Gent. Oct 1. Comins, Great Portland st, St Marylebone.  
 PERKINS, MARY, Temple Balsall, Warwick. Sept 20. Dewes and Brook Harris, Nuneaton.  
 PROBERTS, REV. CHARLES, Bacton Rectory, Hereford. Sept 29. Humphrys, Hereford.  
 QUINLIVAN, The Very Rev. Canon THOMAS, Northampton. Sept 29. Ward and Co, Grays inn sq.  
 RABLEY, ELIZABETH, Lloyd's pl, Blackheath. Oct 20. Field and Co, Lincoln's inn fields.  
 RICHARDS, CHARLES, Llangollen, Denbighshire, Solicitor. Nov 21. Richards and Sons, Llangollen.  
 RICHARDSON, BENJAMIN, Bath, Gent. Oct 6. Stone and Co, Bath.  
 SHAW, THOMAS, Clayton le dale, Lancaster, Farmer. Sept 30. Hall, Blackburn.  
 SMITH, NICHOLAS, Bolton, Lancaster, Gent. Oct 1. Fielding, Bolton.  
 STEPHENS, CHARLES LEBER, Notting Hill ter, Notting Hill, Gent. Sept 14. Day, Bell yard, Temple Bar.  
 WEST, WILLIAM, Little Thurrock, Essex, Carrier. Sept 26. Hunt and Co, St. Swithin's lane.  
 WOODS, JAMES, Rochdale, Lancaster. Oct 2. Jacksons and Godby, Rochdale. [Gazette, Aug. 21.]

## BIRTHS, MARRIAGES, AND DEATHS.

## BIRTHS.

HANCOCK.—Aug. 21, at 125, Queen's-gate, S.W., Ottilie, the wife of Charles Hancock, M.A., barrister, of a son.  
 WARNER.—Aug. 17, at Fareham, Hants, the wife of Leonard Warner, solicitor, of a daughter.

## MARRIAGES.

BREACH—MARSHALL.—Aug. 15, at Truro, Charles Breach, solicitor, of Preston House, Surbiton, to Edith Rachel, daughter of Frederick Marshall, Registrar of the Stannaries Court, Truro.  
 JARMAIN—HUNT.—Aug. 19, at Brixton, William Arthur Jarmain, of 6, John-street, Bedford-row, solicitor, to Fannie, daughter of Henry John Hunt, of Necton House, Brixton-rise.  
 SOLOMON—LEVY.—Aug. 18, Joseph Maurice Solomon, barrister, of 22, Linden-gardens, to Katie, daughter of Lewis Levy, of 7, Endeleigh-gardens.

## DEATHS.

CROSSMAN.—Aug. 22, drowned in the yacht "Kalafish," Sound of Mull, William Crossman, solicitor, London, and Mary, his wife.  
 MURRAY.—Aug. 20, at Newgrove, Upper Norwood, William Powell Murray, Registrar of the High Court in Bankruptcy, aged 68.

## LONDON GAZETTES.

## THE BANKRUPTCY ACT, 1883.

FRIDAY, Aug. 31, 1885.

## RECEIVING ORDERS.

Alley, Thomas Edward, Cambridge rd, Whitechapel, Glass Dealer. High Court. Pet Aug 5. Ord Aug 18. Exam Oct 6 at 12 at 34, Lincoln's inn fields.  
 Barnard, John, Ardingly, Sussex, Farmer. Brighton. Pet Aug 17. Ord Aug 18. Exam Sept 24 at 12.  
 Beattie, William Henry, Newcastle on Tyne, Licensed Victualler. Newcastle on Tyne. Pet Aug 19. Ord Aug 19. Exam Sept 1.  
 Calvert, George, Tadcaster, Yorks, Watchmaker. York. Pet Aug 12. Ord Aug 18. Exam Sept 30 at 12 at Guildhall, York.  
 Cunningham, John, Austin Friars, Clerk. High Court. Pet May 14. Ord Aug 18. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Dale, John Eden, Woulsworth, nr Chester, Hotel Keeper. Chester. Pet Aug 19. Ord Aug 19. Exam Sept 19.  
 Dicks, Leopold, Bishopsgate Without, Merchant Tailor. High Court. Pet Aug 18. Ord Aug 18. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Flude, John, Salt, nr Stafford, Joiner. Stafford. Pet Aug 15. Ord Aug 15. Exam Oct 7 at 12 at Shirehall, Stafford.  
 Hart, John, Brighton, Draper. Brighton. Pet Aug 17. Ord Aug 18. Exam Sept 24 at 12.  
 Hobson, Robert, Sharples, nr Bolton, Lancashire, Joiner. Bolton. Pet July 31. Ord Aug 17. Exam Sept 2 at 11.  
 Huggett, Edwin, Landport, Hants, Grocer. Portsmouth. Pet Aug 14. Ord Aug 15. Exam Aug 31.  
 Hunter, Joseph, Little Clifton, Cumberland, Farmer. Cockermouth and Workington. Pet Aug 18. Ord Aug 19. Exam Sept 7 at 8.30 at Court House, Cockermouth.  
 Inskip, Daniel and Frederick Thomas Inskip, Dithorne, Staffordshire, Builders. Stoke upon Trent and Longton. Pet Aug 19. Ord Aug 19. Exam Sept 4 at 2.  
 Iredale, James, Whitby, Jet Ornament Makers, Stockton on Tees and Middlesbrough. Pet Aug 19. Ord Aug 19. Exam Aug 26.  
 James, John, Leadgate, Durham, out of business. Newcastle on Tyne. Pet Aug 18. Ord Aug 18. Exam Aug 27.  
 Johnson, Daniel Thorpe, Isle of Ely, Cambridgeshire, Farmer. King's Lynn. Pet Aug 17. Ord Aug 17. Exam Sept 2 at 11.30 at Court House, King's Lynn.  
 Lane, Henry James, Swindon, Bootmaker. Swindon. Pet Aug 17. Ord Aug 17. Exam Sept 23 at 2.  
 Lane, James, Bello Bridge, Acton, Laundryman. Brentford. Pet July 9. Ord Aug 11. Exam Sept 8.  
 Manning, Joseph, Peterborough, Butcher. Peterborough. Pet Aug 18. Ord Aug 18. Exam Sept 9 at 12.  
 Marritt, Thomas Arthur, Pocklington, Yorkshire, Grocer. York. Pet July 28. Ord Aug 19. Exam Sept 20 at 12.

McKinnell, John, Kirkandrews on Eden, Cumberland, Farmer. Carlisle. Pet Aug 17. Ord Aug 17. Exam Aug 31 at 11 at the Courthouse, Carlisle.  
 Mithorp, Walter, Bradford, Fish Merchant. Bradford. Pet Aug 12. Ord Aug 19. Exam Oct 13 at 12.  
 Paddock, Edward, Bootle, nr Liverpool, Coachbuilder. Liverpool. Pet Aug 6. Ord Aug 18. Exam Sept 3 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool.  
 Palmer, Samuel Henry, Sunderland, Musical Instrument Dealer. Sunderland. Pet Aug 18. Ord Aug 18. Exam Aug 27.  
 Pollitt, Joseph, Widnes, Lancashire, Grocer. Liverpool. Pet Aug 19. Ord Aug 19. Exam Sept 3 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool.  
 Prince, George, Holland st, Blackfriars rd, Lawn Tennis Raquet Maker. High Court. Pet Aug 17. Ord Aug 17. Exam Oct 6 at 11.30 at 34, Lincoln's inn fields.  
 Rath, Adolph Isidor, Manchester, India Rubber Manufacturer. Manchester. Pet Aug 19. Ord Aug 19. Exam Sept 4 at 1.  
 Rawcliffe, William, Preston, Lancashire, Hosier. Preston. Pet Aug 17. Ord Aug 17. Exam Sept 11.  
 Sharp, Frederick, Shipley, Yorkshire, Clothier. Bradford. Pet Aug 18. Ord Aug 18. Exam Oct 13 at 12.  
 Sharpe, William, Llanelli, Draper. Carmarthen. Pet Aug 17. Ord Aug 17. Exam Aug 25.  
 Smith, Arthur, Nottingham, Commission Agent. Nottingham. Pet Aug 17. Ord Aug 17. Exam Oct 30.  
 Sudall, Robert, Oswaldtwistle, Lancashire, Musical Instrument Dealer. Pet Aug 18. Ord Aug 18. Exam Sept 15 at 11.30.  
 Taylor, William Vine, Brighton, Licensed Victualler. Brighton. Pet Aug 19. Ord Aug 19. Exam Sept 24.  
 Vallance, Henry Fletcher, The Grove, Camberwell. High Court. Pet Jan 14. Ord Aug 12. Exam Oct 13 at 11 at 34, Lincoln's inn fields.  
 Walker, Frederic, Leeds, Dealer in Tailors' Trimmings. Leeds. Pet Aug 18. Ord Aug 18. Exam Sept 15 at 11.  
 Whitwam, Alfred, Leeds, Glass Merchant. Leeds. Pet Aug 19. Ord Aug 19. Exam Sept 15 at 11.  
 Woolrich, Alfred, Liverpool, Tailor. Liverpool. Pet Aug 18. Ord Aug 18. Exam Sept 3 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool.

## FIRST MEETINGS.

Armitage, John, Greenheys, Manchester, Grocer. Sept 4 at 2. Official Receiver, Ogden's chmbrs, Bridge st, Manchester.  
 Barnard, John, Ardingly, Sussex, Farmer. Aug 31 at 12. Official Receiver, 39, Bond st, Brighton.  
 Beattie, William Henry, Newcastle on Tyne, Licensed Victualler. Sept 1 at 2.30. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne.  
 Calvert, George Tadcaster, Yorks, Watchmaker. Sept 1 at 2. Official Receiver, York.  
 Evans, Morgan, Rhondda Valley, Glamorganshire, Draper. Aug 28 at 2.30. Official Receiver, Merthyr Tydfil.  
 Gurney, Godfrey Charles, New Broad st. Aug 31 at 12. 33, Carey st, Lincoln's inn.  
 Halley, George Edmund, Bouverie st, Fleet st, Newspaper Proprietor. Sept 2 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Hardy, George, Park rd, Craven pk, Harlesden, Builder. Aug 31 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Hardy, Thomas Wilcox, Samuel Thomas Hardy, William Joseph Hardy, and Richard Doughty Hardy, Moorgate st, Brick Manufacturers. Aug 31 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Harner, Joseph Norman, High st, St John's Wood, Jeweller. Sept 2 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Hart, John, Brighton, Draper. Aug 28 at 1. 33, Carey st, Lincoln's inn.  
 Hobson, Robert, Sharples, nr Bolton, Lancashire, Joiner. Aug 31 at 11. 16, Wood st, Bolton.  
 Holmes, George, Street, Somersetshire, Grocer. Sept 3 at 12.30. Official Receiver, Bank chmbrs, Bristol.  
 Hudson, John, York, Boot Dealer. Sept 1 at 12.30. Official Receiver, York.  
 Huggett, Edwin, Landport, Hants, Grocer. Aug 31 at 11. Official Receiver, 166, Queen st, Portsea.  
 Huey, George, Swanage, Dorset, Builder. Aug 29 at 12.30. London Hotel, Poole.  
 James, John, Leadgate, Durham, out of business. Aug 31 at 11. Official Receiver, County chmbrs, Westgate rd, Newcastle on Tyne.  
 Johnston, George Gordon, Southsea, Wine Merchant. Aug 31 at 2.30. Official Receiver, 166, Queen st, Portsea.  
 Manning, Joseph, Millfield, Peterborough, Butcher. Sept 1 at 12. County Court, Peterborough.  
 Marritt, Thomas Arthur, Pocklington, Yorks, Grocer. Sept 1 at 3. Official Receiver, York.  
 McKinnell, John, Kirkandrews on Eden, Cumberland, Farmer. Aug 31 at 12. Official Receiver, 34, Fisher st, Carlisle.  
 Ovens, George Thomas, Canterbury, Carpenter. Aug 28 at 10.30. 32, St. George's st, Canterbury.  
 Perrott, Florence Louisa, Knowle, Warwickshire, Farmer. Sept 2 at 11. Official Receiver, Whitehall chmbrs, Colmore row, Birmingham.  
 Rawcliffe, William, Preston, Lancashire, Hosier. Aug 31 at 3.15. Official Receiver, Ogden's chmbrs, Bridge st, Manchester.  
 Ridgway, James, Castle st, Falcon sq, Warehouseman. Aug 31 at 11. 33, Carey st, Lincoln's inn.  
 Shuffelbotham, Samuel, Stoke upon Trent, Tailor. Sept 5 at 10.45. North Stafford Station Hotel, Stoke upon Trent.  
 Smith, Arthur, Nottingham, Commission Agent. Aug 31 at 12. Official Receiver, 1, High pavement, Nottingham.  
 Smith, William Francis, High st, Stoke Newington, Cheesemonger. Aug 28 at 11. 28 and 29, St Swithin's lane.  
 Thomas, John Trotter, Cheltenham, Colliery Owner. Sept 1 at 12. Official Receiver, 1, King st, Gloucester.  
 Tolley, Robert, Nottingham, Elastic Web Manufacturer. Aug 28 at 12. Official Receiver, 1, High pavement, Nottingham.  
 Walls, John, Alne, nr Easingwold, York, Grocer. Sept 1 at 11.30. Official Receiver, York.  
 Woods, William Aron, Alvedstone, Wilts, Clerk in Holy Orders. Aug 29 at 12. Official Receiver, Salisbury.  
 Worthington, Charles, Walton on Thames, Coachbuilder. Aug 28 at 12. 28 and 29, St Swithin's lane.  
 Yates, Thomas, Fairfield, Lancashire, Builder. Sept 3 at 2. Official Receiver, Ogden's chmbrs, Bridge St, Manchester.

## ADJUDICATIONS.

Allan, Rosina, Newcastle on Tyne, Pawnbroker. Newcastle on Tyne. Pet Aug 16. Ord Aug 17.  
 Amey, Charles, Bath, Theatre Proprietor. Bath. Pet Aug 7. Ord Aug 18.  
 Aubertin, Francis Joseph, Eugene George Aubertin, and Francois Jacques Alexandre Aubertin, Cardiff, Teachers of the French Language. Cardiff. Pet Aug 4. Ord Aug 17.  
 Bradish, Angelo, High rd, Kilburn, Bootmaker. High Court. Pet June 5. Ord Aug 18.  
 Britton, Joseph Abraham, Houndsditch, Merchant. High Court. Pet July 6. Ord Aug 19.  
 Callaghan, William, Anfield, nr Liverpool, Builder. Liverpool. Pet Apr 17. Ord Aug 19.



Clark, Thomas, James Hadley, Edwin Clarke, and William Dunn, Birmingham, Ironfounders. Birmingham. Pet Aug 12. Ord Aug 19.  
 Cosens, Mary Ann, Bermondsey, Warehousewoman. High Court. Pet July 31. Ord Aug 19.  
 Dale, John Eden, Mouldsworth, nr Chester, Hotel Keeper. Chester. Pet Aug 19. Ord Aug 19.  
 Drinkwater, Herbert Charles, Parliament st, Contractor for Public Works. High Court. Pet Jan 3. Ord Aug 19.  
 Eadie, William, Marlborough hill, St John's wood, Artist. High Court. Pet July 30. Ord Aug 17.  
 Erskine, Robert, Newcastle on Tyne, Grocer. Newcastle on Tyne. Pet July 22. Ord Aug 18.  
 Evans, Morgan, Tonypandy, Glamorganshire, Draper. Pontypridd. Pet Aug 14. Ord Aug 18.  
 Gould, John Canning, Birmingham, Silk Merchant. Birmingham. Pet July 30. Ord Aug 19.  
 Hailey, George Edmund, Bouverie st, Fleet st, Newspaper Proprietor. High Court. Pet Aug 5. Ord Aug 17.  
 Hobson, Robert, Sharples, nr Bolton, Lancashire, Joiner and Builder. Bolton. Pet July 31. Ord Aug 19.  
 Hickes, Thomas James, Bath, Tile Manufacturer. Wells. Pet July 27. Ord Aug 18.  
 Hooper, George Henry, Treherbert, Glamorganshire, Milk Dealer. Pontypridd. Pet Aug 12. Ord Aug 17.  
 Huggett, Edwin, Landport, Hants, Grocer. Portsmouth. Pet Aug 14. Ord Aug 17.  
 Hutton, James, Cheetham, nr Manchester, Mill Furnisher. Salford. Pet July 25. Ord Aug 17.  
 Iredale, James, Whitty, Jet Ornament Manufacturer. Stockton on Tees and Middlesbrough. Pet Aug 19. Ord Aug 19.  
 Joel, Jacob, Chew Magna, Somersetshire, Boot Manufacturers' Foreman. Wells. Pet Aug 12. Ord Aug 18.  
 Jones, John, Llanfairtalhaiarn, Denbighshire, Farmer. Bangor. Pet Aug 11. Ord Aug 18.  
 Kaye, Alfred, Leeds, Cloth Finisher. Leeds. Pet Aug 13. Ord Aug 14.  
 Lamb, Charles, Leeds, Grocer. Leeds. Pet Aug 13. Ord Aug 13.  
 Litson, John William, Burdett rd, Limehouse, Bee house Keeper. High Court. Pet Aug 11. Ord Aug 17.  
 Little, James, Woodchester st, Harrow rd, Paddington, Builder. High Court. Pet July 9. Ord Aug 17.  
 Lowe, William, Wednesbury, Staffordshire, Sand Merchant. Walsall. Pet Aug 12. Ord Aug 15.  
 Manning, George, Exeter, Sewing Machine Dealer. Exeter. Pet Aug 6. Ord Aug 18.  
 Milnthorpe, Walter, Bradford, Yorks, Fish Merchant. Bradford. Pet Aug 12. Ord Aug 19.  
 Oakley, John, Liverpool, Tea Dealer. Liverpool. Pet June 16. Ord Aug 19.  
 Parker, Benjamin, Southampton, Grocer. Southampton. Pet July 31. Ord Aug 15.  
 Phipps, Robert, Cardiff, Fish Salesman. Cardiff. Pet Aug 6. Ord Aug 17.  
 Rath, Adolph Isidor, Manchester, Manufacturer of Indiarubber. Manchester. Pet Aug 19. Ord Aug 19.  
 Rawcliffe, William, Preston, Lancashire, Hosier, Preston. Pet Aug 17. Ord Aug 18.  
 Scott, James Finlay, Manchester, Oil Merchant. Manchester. Pet July 23. Ord Aug 17.  
 Shand, Adam, Kingston upon Hull, Sewing Machine Dealer. Kingston upon Hull. Pet Aug 4. Ord Aug 18.  
 Sharp, Frederick, Shipley, Yorks, Clothier. Bradford. Pet Aug 18. Ord Aug 19.  
 Sharpe, William, Llanelly, Draper. Carmarthen. Pet Aug 17. Ord Aug 17.  
 Spokes, William Alfred, Kentish Town rd, Boot Manufacturer. High Court. Pet July 27. Ord Aug 18.  
 Stroud, David, Aldermaston, Berks, Saddle Maker. Newbury. Pet July 20. Ord Aug 13.  
 Thomson, Benjamin Lumsden, Gracechurch st, Merchant. High Court. Pet Jan 6. Ord Aug 17.  
 Walton, James, Thirsk, Yorks, Innkeeper. Northallerton. Pet Aug 11. Ord Aug 18.  
 Wells, Thomas, Kingeland rd, Bootmaker. High Court. Pet July 16. Ord Aug 17.  
 Wemyss, Walter Holmes, Aberystwith, Cardiganshire, Innkeeper. Aberystwith. Pet July 20. Ord Aug 19.  
 Williams, David, Llanelly, Carmarthenshire, Annealer, Carmarthen. Pet Aug 14. Ord Aug 19.  
 Williamson, Peter William, Melrose gdns West, Kensington, Engravers' Block Manufacturer. High Court. Pet July 17. Ord Aug 17.  
 Winks, Edward, Rotherham, Yorks, Butcher. Sheffield. Pet July 28. Ord Aug 18.

## ADJUDICATION ANNULLED.

Lepper, William, Tingewick, Buckinghamshire, Horse Dealer. Panbury. Adjud April 18. Annul Aug 15.

TUESDAY, August 25, 1885.

## RECEIVING ORDERS.

Askew, John, Sandal, Yorkshire, Waterman. Wakefield. Pet Aug 19. Ord Aug 19. Exam Oct 8.  
 Baxter, John, Ibstock, Leicestershire, Licensed Victualler. Leicester. Pet Aug 5. Ord Aug 20. Exam Oct 8.  
 Beatty, David, and William Richard Beatty, Manchester, Tailors. Manchester. Pet Aug 6. Ord Aug 6. Exam Sept 10 at 11.  
 Beck, Thomas Murray, Gainford, Innkeeper. Stockton on Tees and Middlesbrough. Pet Aug 20. Ord Aug 20. Exam Aug 26.  
 Belton, George Henry, Nottingham, Baker. Nottingham. Pet Aug 22. Ord Aug 22. Exam Oct 20.  
 Brambley, William, Hucknall Torkard, Nottingham, Fishmonger. Nottingham. Pet Aug 22. Ord Aug 22. Exam Oct 20.  
 Burne, Matthew, and Frederick Tomlin, Seymour pl, Marylebone, Glass Dealers. High Court. Pet Aug 20. Ord Aug 20. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Butterworth, Jonathan, Shaw, Lancashire, Draper. Oldham. Pet Aug 20. Ord Aug 20. Exam Oct 6 at 12.  
 Chadwick, Thomas Freenwood, Dewsbury, General Dealer. Dewsbury. Pet Aug 22. Ord Aug 22. Exam Sept 29.  
 Clark, George, Sheffield, Steel Merchant. Sheffield. Pet Aug 21. Ord Aug 21. Exam Oct 3 at 11.30.  
 Cox, James Henry, St James's rd, Old Kent rd, Plumber. High Court. Pet Aug 20. Ord Aug 20. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Cumberland, Joseph, Nottingham, Mineral Water Manufacturer. Nottingham. Pet Aug 20. Ord Aug 20. Exam Oct 20.  
 Foster, Richard, Ancoats, Manchester, Paint Manufacturer. Manchester. Pet July 9. Ord Aug 20. Exam Sept 4 at 1.  
 Garner, Wilson William, Margate, Builder. Canterbury. Pet Aug 20. Ord Aug 20. Exam Sept 11.  
 Godly, John Herbert, East Grinstead, Sussex, Builder. Tunbridge Wells. Pet Aug 21. Ord Aug 21. Exam Oct 8 at 1.  
 Graham, Robert Dundas, late of Regent st, not now resident in England, Gent. High Court. Pet Aug 1. Ord Aug 19. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Griffiths, Edwin, Bristol, Furniture Dealer. Bristol. Pet Aug 20. Ord Aug 20. Exam Oct 9.

Hargreaves, John, Bolton, Lancashire, Draper. Bolton. Pet Aug 7. Ord Aug 20. Exam Sept 7 at 11.  
 Hebblethwaite, Joseph Whiteley, Greenheys, Manchester, Yarn Merchant. Manchester. Pet Aug 21. Ord Aug 21. Exam Sept 10 at 11.  
 Henderson, Morris, Liverpool, Cotton Broker. Liverpool. Pet Aug 13. Ord Aug 21. Exam Sept 3 at 11 at the Courthouse, Government bldgs, Victoria st, Liverpool.  
 Henley, Henry, Fenny Stratford, Bucks, Bootmaker. Northampton. Pet Aug 20. Ord Aug 20. Exam Oct 13.  
 Hudson, Herbert Seaton, Red Hill, Spofforth, Brewers' Agent. York. Pet Aug 19. Ord Aug 19. Exam Sept 30 at 12 at Guildhall, York.  
 Johnson, John, Netherton, Worcestershire, Sugar Dealer. Dudley. Pet Aug 19. Ord Aug 19. Exam Sept 15 at 11.  
 Kermot, Richard, London mews, London st, Tottenham Court rd, Manufacturing Upholsterer. High Court. Pet Aug 21. Ord Aug 21. Exam Oct 16 at 11.30 at 34, Lincoln's inn fields.  
 Marshall, John William, South Shields, Wine Merchant. Newcastle on Tyne. Pet Aug 20. Ord Aug 20. Exam Sept 3.  
 Martindale, Frances, Sevenoaks, Widow. East Stonehouse. Pet Aug 7. Ord Aug 21. Exam Sept 23 at 12.  
 Morant, David, Southampton, Stone Mason. Southampton. Pet Aug 20. Ord Aug 20. Exam Sept 7 at 11.30.  
 Morgan, John, Birmingham, Timber Merchant. Birmingham. Pet Aug 20. Ord Aug 21. Exam Sept 14 at 3.  
 Morry, Francis, Oswestry, Shropshire, Grocer. Wrexham. Pet Aug 21. Ord Aug 21. Exam Sept 16 at 2.  
 Mould, John Ezekiel, Gt Grimsby, Lincolnshire, Draper. Gt Grimsby. Pet Aug 13. Ord Aug 19. Exam Sept 16 at 11 at Townhall, Grimsby.  
 Murrell, George, Walthamstow, Essex, Furniture Dealer. High Court. Pet Aug 21. Ord Aug 21. Exam Oct 16 at 11.30 at 34, Lincoln's inn fields.  
 Potter, John, Tollerton, Yorks, Farmer. York. Pet Aug 22. Ord Aug 22. Exam Sept 30 at 12 at Guildhall, York.  
 Richard, William John, Newport, L.W., Accountant. Newport and Ryde. Pet Aug 22. Ord Aug 22. Exam Oct 7 at 10 at Towhall, Newport.  
 Ritherdon, North, Rectory rd, Hackney. High Court. Pet Aug 5. Ord Aug 21. Exam Oct 16 at 11.30 at 34, Lincoln's inn fields.  
 Scown, William, Taunton, Flour Dealer. Taunton. Pet Aug 17. Ord Aug 22. Exam Sept 12 at 4 at Guildhall.  
 Smith, George, Mark lane, Starch Maker. High Court. Pet Mar 6. Ord Aug 21. Exam Oct 16 at 11 at 34, Lincoln's inn fields.  
 Studwell, William, Stamford, Lincolnshire, Tailor. Peterborough. Pet Aug 21. Ord Aug 22. Exam Sept 16 at 1.  
 Swainston, Robert, Manchester, Tailor. Manchester. Pet Aug 21. Ord Aug 21. Exam Sept 10 at 11.  
 Tait, William, Bradford, Yorks, Builder. Bradford. Pet Aug 20. Ord Aug 21. Exam Oct 16 at 12.  
 Townsend, Henry Herbert, Newton Bushell, Devon, Baker. Exeter. Pet Aug 21. Ord Aug 21. Exam Oct 15 at 11.  
 Watson, James, Surfleet Fen, Lincolnshire, Farmer. Peterborough. Pet Aug 21. Ord Aug 21. Exam Sept 16 at 12.  
 Whitham, Joseph Spencer, Haworth, Yorks, Boot Maker. Bradford. Pet Aug 20. Ord Aug 21. Exam Oct 13 at 12.  
 Woltowitch, Gottlieb, Deptford, Kent, Watchmaker. Greenwich. Pet Aug 22. Ord Aug 22. Exam Sept 11.  
 Wragg, Aaron, Derby, Furnaceman. Derby. Pet Aug 19. Ord Aug 19. Exam Oct 24.  
 Wrench, James, Southport, Cabinet Maker. Liverpool. Pet Aug 20. Ord Aug 20. Exam Sept 3 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool.

The following amended notice is substituted for that published in the London Gazette of Aug. 21, 1885.

Dale, John Eden, Mouldsworth, nr Chester, Hotel Keeper. Chester. Pet Aug 19. Ord Aug 19. Exam Sept 10.

## FIRST MEETINGS.

Askew, John, Sandal, Yorks, Waterman. Sept 1 at 10.30. Southgate chmbrs, Southgate, Wakefield.  
 Bastow, Mark, 109, London wall, Tobaccoist. Sept 3 at 1. 33, Carey st, Lincoln's inn.  
 Baxter, John, Ibstock, Leicestershire, Licensed Victualler. Sept 3 at 12. 28, Friar st, Leicester.  
 Beatty, David (sep estate), Manchester, Tailor. Sept 3 at 11.45. Official Receiver, Ogden's chmbrs, 97, Bridge st, Manchester.  
 Beatty, David, and William Richard Beatty, Manchester, Tailors. Sept 3 at 11.30. Official Receiver, Ogden's chmbrs, 97, Bridge st, Manchester.  
 Beatty, William Richard (sep estate), Manchester, Tailor. Sept 3 at 12. Official Receiver, Ogden's chmbrs, 97, Bridge st, Manchester.  
 Beedell, Robert Walter, Wokingham, Surrey, Nurseryman. Sept 3 at 3. Official Receiver, 109, Victoria st, Westminster.  
 Birchall, William, Market Drayton, Salop, Saddler. Oct 13 at 11. 152, Hospital st, Nantwich.  
 Bridgwood, George, Stafford, Butcher. Sept 1 at 10.30. County Court, Bank passage, Stafford.  
 Browns, David Dorward, and Alexander Dorward Browne, Camberwell green, Builders. Sept 4 at 12. Bankruptcy buildings, Portugal street, Lincoln's inn fields.  
 Bullock, George, Wellington, Salop, Builder. Sept 9 at 11.30. County Court, Madkey.  
 Butterworth, Jonathan, Shaw, Lancashire, Draper. Sept 3 at 3. Official Receiver, Priory chmbrs, Oldham.  
 Calvert, Arthur Wood (sep estate), Leeds, Iron Worker. Sept 3 at 12. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.  
 Calvert, Arthur Wood, and William Calvert, Leeds, Iron Workers. Sept 3 at 11. Official Receiver, St Andrew's chmbrs, 22, Park row, Leeds.  
 Carey, William, Maesteg, Glamorganshire, Watchmaker. Sept 3 at 11. Official Receiver, 9, Crockerbrown, Cardiff.  
 Cumberland, Joseph, Nottingham, Mineral Water Manufacturer. Sept 1 at 12. Official Receiver, 1, High pavement, Nottingham.  
 Dale, John Eden, Mouldsworth, Cheshire, Hotel Keeper. Sept 10 at 11. Official Receiver, Crypt chmbrs, Chester.  
 Dormer, Edward, Batham, Builder. Sept 1 at 3. Official Receiver, 109, Victoria st, Westminster, S.W.  
 Edwards, John, Salisbury ter, West Kensington park, Cabinet Maker. Sept 3 at 12. 33, Carey st, Lincoln's inn.  
 Flude, John, Salt, nr Stafford, Joiner. Sept 1 at 11.30. County Court, Bank passage, Stafford.  
 Foster, Richard, Ancoats, Manchester, Paint Manufacturer. Sept 3 at 2.30. Official Receiver, Ogden's chmbrs, 97, Bridge st, Manchester.  
 George, Charles Henry, Northampton, Solicitor's Clerk. Sept 3 at 12. County Court bldgs, Sheep st, Northampton.  
 Griffiths, Edwin, Bristol, Furniture Dealer. Sept 3 at 3. Official Receiver, Bank chmbrs, Bristol.  
 Grocott, Charles, Nantwich, Cheshire, Commission Agent. Oct 13 at 10.3. 152, Hospital st, Nantwich.  
 Hargreaves, John, Bolton, Lancashire, Draper. Sept 3 at 11. Official Receiver for Manchester, Bridge st, Manchester.  
 Henley, Henry, Fenny Stratford, Buckinghamshire, Shoemaker. Sept 3 at 12.30. County Court bldgs, Sheep st, Northampton.  
 Hudson, Herbert Seaton, Spofforth, Yorks, Brewer's Agent. Sept 12 at 12. Official Receiver, 17, Blake st, York.

Hunter, Joseph, Little Clifton, Cumberland, Farmer. Sept 3 at 3. 67, Duke st, Whitehaven.  
 Iredale, James, Whitby, Yorks, Jet Manufacturer. Sept 1 at 11. Official Receiver in Bankruptcy, 8, Albert rd, Middlesborough.  
 Jones, Francis Henry, Cardiff, Fishmonger. Sept 3 at 12. Official Receiver, 3, Crookhewtown, Cardiff.  
 Jones, John David, Pontycymer, nr Bridgend, Glamorganshire, Draper. Sept 9 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Lane, Henry James, Swindon, Bootmaker. Sept 2 at 2. Official Receiver, 33, High st, Swindon.  
 Maginnes, Henry, King's rd, Chelsea, Boot Maker. Sept 2 at 1. 33, Carey st, Lincoln's inn.  
 Mann, Alfred John, Marlborough rd, Bedford pk, Turnham green, Lime Merchant. Sept 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Marshall, John William, South Shields, Wine Merchant. Sept 3 at 2.30. Official Receiver, County chbrs, Westgate rd, Newcastle on Tyne.  
 Milnthorpe, Walter, Bradford, Yorks, Fish Merchant. Sept 2 at 12. Official Receiver, Ivegate chbrs, Bradford.  
 Morat, David, Southampton, Stone Mason. Sept 3 at 2.30. Official Receiver, 4, East st, Southampton.  
 Morgan, John, Birmingham, Timber Merchant. Sept 6 at 11. Official Receiver, Whitehall chbrs, Colmore row, Birmingham.  
 Merry, Francis, Oswestry, Shropshire, Grocer. Sept 4 at 2.30. Official Receiver, Crypt chbrs, Chester.  
 Mould, John Ezekiel, Gt Grimsby, Lincolnshire, Draper. Sept 1 at 2. Official Receiver, Figtree lane, Sheffield.  
 Paddock, Edward, Bootle, nr Liverpool, Coach Builder. Sept 4 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Palmer, Samuel Henry, Sunderland, Music Dealer. Sept 5 at 11. 33, Carey st, Lincoln's inn.  
 Papayanni, G. M., and Son, Liverpool, Steamship Agents. Sept 2 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Rath, Adolph Isidor, Manchester, Manufacturer of India Rubber. Sept 3 at 11. Official Receiver, Ogden's chbrs, 97, Bridge st, Manchester.  
 Sharp, Frederick, Shipley, Yorks, Clothier. Sept 2 at 11. Official Receiver, Ivegate chbrs, Bradford.  
 Sharpe, William, Llanelly, Carmarthenshire, Draper. Sept 1 at 12. Official Receiver, 11, Quay st, Carmarthen.  
 Smith, John, Liverpool, Friendly Society Agent. Sept 2 at 2. Official Receiver, 35, Victoria st, Liverpool.  
 Spokes, William Alfred, Kentish Town rd, Boot Manufacturer. Sept 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Stone, Joseph Henry, Junction rd, Holloway, Butcher. Sept 3 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Sudall, Robert, Oswaldtwistle, Lancashire, Musical Instrument Dealer. Sept 1 at 3. Commercial Hotel, Blackburn rd, Accrington.  
 Swainston, Robert, Manchester, Tailor. Sept 10 at 3. Official Receiver, Ogden's chbrs, 97, Bridge st, Manchester.  
 Taylor, William Vine, Brighton, Licensed Victualler. Sept 1 at 3. Official Receiver, 33, Bond st, Brighton.  
 Tulloch, William, and William Ballantyne Tulloch, 5, Philpot lane, Grocers. Sept 4 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Walker, Frederic, Leeds, Dealer in Tailors' Trimmings. Sept 1 at 11. Official Receiver, St Andrew's chbrs, 22, Park row, Leeds.  
 Waller, Edwin, Lower Ranelagh grove, St. George's Hanover square, Jobbing Builder. Sept 2 at 11. 33, Carey st, Lincoln's inn fields.  
 Watson, James, Surlfleet Fen, Lincolnshire, Farmer. Sept 4 at 12. White Hart Hotel, Spalding.  
 Watson, John, and Thomas Patterson Heslop, Sunderland, House Agents. Sept 3 at 12. Queen's Hotel, Fawcett st, Sunderland.  
 Wegener, Ulrik A., Chesilton rd, Walham Green, Foreign Banker's Clerk. Sept 4 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.  
 Williams, David, Bynea, Llanelly, Carmarthenshire, Annealer. Sept 1 at 11. Official Receiver, 11, Quay st, Carmarthen.  
 Woolrich, Alfred, Liverpool, Lancashire, Tailor. Sept 4 at 3. Official Receiver, 35, Victoria st, Liverpool.  
 Wragge, Aaron, Derby, Furnaceman. Sept 2 at 2. Official Receiver, St James's chbrs, Derby.  
 The following amended notice is substituted for that published in the London Gazette of Aug 11, 1885.

Southwick, Edward, Rowley Regis, Staffordshire, Builder. Sept 3 at 10. Official Receiver, Dudley.

#### ADJUDICATIONS.

Beaty, David, and William Richard Beaty, Manchester, Tailors. Manchester. Pet Aug 6. Ord Aug 21.  
 Beck, Thomas Murray, Gainford, Innkeeper. Stockton on Tees and Middlesborough. Pet Aug 20. Ord Aug 20.  
 Bridgwood, George, Stafford, Butcher. Stafford. Pet Aug 11. Ord Aug 21.  
 Burnett, James Murray, Ealing, Middlesex. Brentford. Pet March 20. Ord Aug 19.  
 Castle, William, Lanton, Oxfordshire, Farmer. Oxford. Pet July 27. Ord Aug 21.  
 Clark, Thomas, Mason's avenue, Coleman st, Auctioneer. High Court. Pet July 24. Ord Aug 21.  
 Cowdy, Samuel Angus, and Charles Woodrow Mayer, Coleman st, Merchants. High Court. Pet July 14. Ord Aug 21.  
 Donne, Thomas, Llandaff, Glamorganshire, Farm Bailiff. Cardiff. Pet Aug 4. Ord Aug 17.  
 Etches, Jacob, Wakefield, Furniture Dealer. Wakefield. Pet July 31. Ord Aug 19.  
 Garnett, John, Hackney rd, Leather Merchant. High Court. Pet July 27. Ord Aug 21.  
 Gibson, Robert Bowe, Newgate st, Commission Agent. High Court. Pet July 29. Pet Aug 22.  
 Hebblethwaite, Joseph, Whiteley, Greenheys, Manchester, Yarn Merchant. Manchester. Pet Aug 21. Ord Aug 22.

### SCHWEITZER'S COCOATINA

Anti-Dyspeptic Cocoa or Chocolate Powder.  
 Guaranteed Pure Soluble Cocoa of the Finest Quality with the excess of fat extracted.  
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To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

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### KENT.

By order of Trustees.—Folkestone.

**BANKS & SON** are instructed by the Trustees of the late General Thomas Peters Plude to SELL by AUCTION, at the WEST CLIFF HOTEL, Folkestone, on WEDNESDAY, SEPTEMBER 2nd, 1885, at THREE o'clock in the afternoon, a very substantial brick and slate built detached FAMILY MARINE RESIDENCE known as Tweed House, Folkestone, with ornamental garden, within five minutes' walk of railway station (South-Eastern Railway), in a very commanding position, and contains three reception rooms, nine bed rooms, bath room, and well-arranged domestic apartments, supplied with the best pure water, and the sanitary arrangements are perfection. Unexpired lease of 99 years at a low ground-rent of 27.

Particulars and conditions of sale of the Auctioneers, Folkestone; and of Mr. W. G. S. Harrison, Solicitor, Folkestone.

Hebborn, Ralph, Clifford, Butcher. York. Pet July 19. Ord Aug 30.  
 Henley, Henry, Fenny Stratford, Buckinghamshire, Shoemaker. Northampton. Pet Aug 30. Ord Aug 30.  
 Hodgson, Sophia, Dewsbury, Yorks, Dyer. Dewsbury. Pet Aug 12. Ord Aug 19.  
 Hunter, Joseph, Cumberland, Farmer. Cockermouth and Workington. Pet Aug 18. Ord Aug 22.  
 Lark, Arthur, Gt Yarmouth, Boot Maker. Gt Yarmouth. Pet Aug 6. Ord Aug 22.  
 Long, Joseph, Blackburn, Lancashire, Iron Broker. Blackburn. Pet July 10. Ord Aug 20.  
 Manning, Joseph, Millfield, Peterborough, Butcher. Peterborough. Pet Aug 18. Ord Aug 21.  
 Matthews, Allen, Gilmorton, Leicestershire, Licensed Hawker. Leicester. Pet June 20. Ord Aug 20.  
 Perrott, Florence Louisa, Knowle, Warwickshire, Farmer. Birmingham. Pet July 31. Ord Aug 20.  
 Pickering, George Edward, Leeds, Solicitor. Leeds. Pet July 25. Ord Aug 20.  
 Pickering, John, Leeds, Land Agent. Leeds. Pet July 25. Ord Aug 20.  
 Porter, William, Warrington, Builder. Warrington. Pet July 27. Ord Aug 20.  
 Seabrooke, Alfred Walls Charles, and Henry Boyne, Westmorland pl, City rd, Manufacturers. High Court. Pet July 4. Ord Aug 22.  
 Skipper, James Stark, Gt Yarmouth, Solicitor. Norwich. Pet July 9. Ord Aug 21.  
 Smith, George, Mark lane, Starch Maker. High Court. Pet March 6. Ord Aug 21.  
 Smith, Vernon Thomas Christian, The Terrace, Barnes, Widow, Wandsworth. Pet April 21. Ord Aug 22.  
 Smith, William Francis, High st, Stoke Newington, Cheesemonger. Edmonton. Pet Aug 11. Ord Aug 20.  
 Stoneham, Cecilia Mary, Rotherhithe, Barge Builder. High Court. Pet July 16. Ord Aug 22.  
 Swainston, Robert, Manchester, Tailor. Manchester. Pet Aug 21. Ord Aug 22.  
 Taft, William, Bradford, Yorks, Builder. Bradford. Pet Aug 30. Ord Aug 21.  
 Torrens, C. A., High rd, Chiswick, Gent. Brentford. Pet June 9. Ord Aug 19.  
 Walker, Frederick, Leeds, Dealer in Tailors' Trimmings. Leeds. Pet Aug 18. Ord Aug 21.  
 Whitham, Joseph Spencer, Haworth, Yorks, Boot Maker. Bradford. Pet Aug 20. Ord Aug 21.  
 Witham, William, Bath, Gasfitter. Bath. Pet July 15. Ord Aug 20.  
 Wragge, Aaron, Derby, Furnaceman. Derby. Pet Aug 19. Ord Aug 19.  
 Wrench, James, Southport, Lancashire, Cabinet Maker. Liverpool. Pet Aug 20. Ord Aug 20.

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